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SF FILE NUMBER

7224, 11294,
11295

FILE PLAN

2.0

APPENDIX A

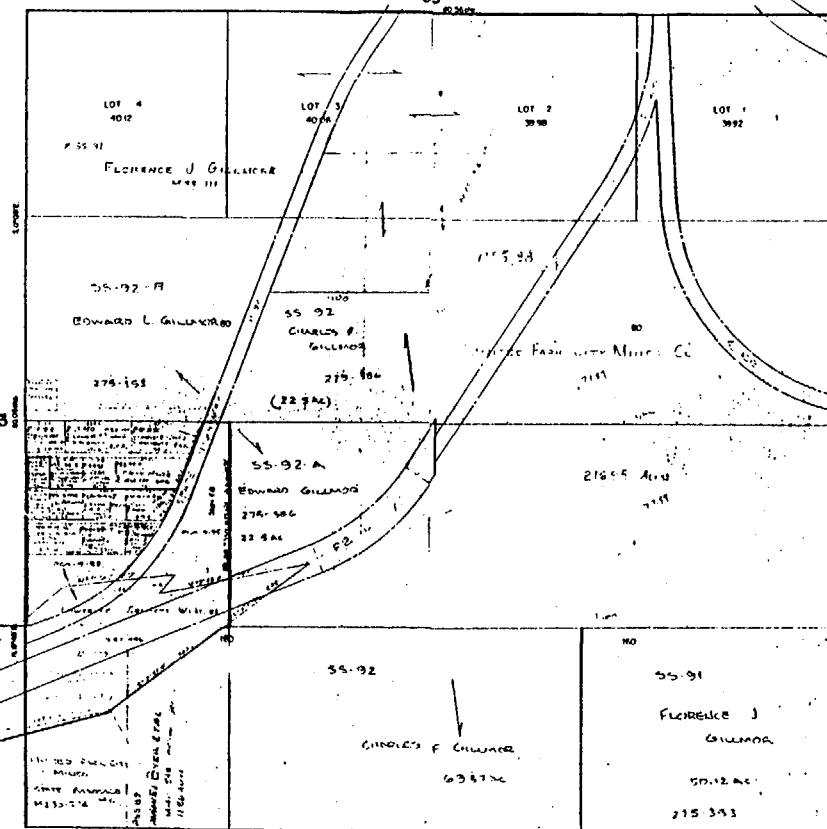
TITLE SEARCH DOCUMENTS

APPENDIX A
TITLE SEARCH DOCUMENTS

100001	Property map
100002-6	April 15, 1970 Indenture between United Park City Mines Company and Park City Ventures
100007-44	January 1, 1971 Agreement between United Park City Mines Company and Treasure Mountain Resort Company
100045-66	January 1, 1971 Lease between United Park City Mines Company and Treasure Mountain Resort Company
100067-68	January 10, 1975 Quitclaim Deed from Greater Park City Company to United Park City Mines Company
100069-73	August 22, 1979 Assignment between Park City Ventures and Noranda Exploration, Inc.
100074-142	November 24, 1982 Release and Quitclaim Deed from Noranda Mining Inc., Noranda Exploration, Inc. and Pamour Porcupine Mines, Inc. to United Park City Mines Company
100143-146	December 26, 1984 Grant of Easement from United Park City Mines Company to Snyderville Basin Sewer Improvement District, Summit County, Utah

ACRES - 640.00

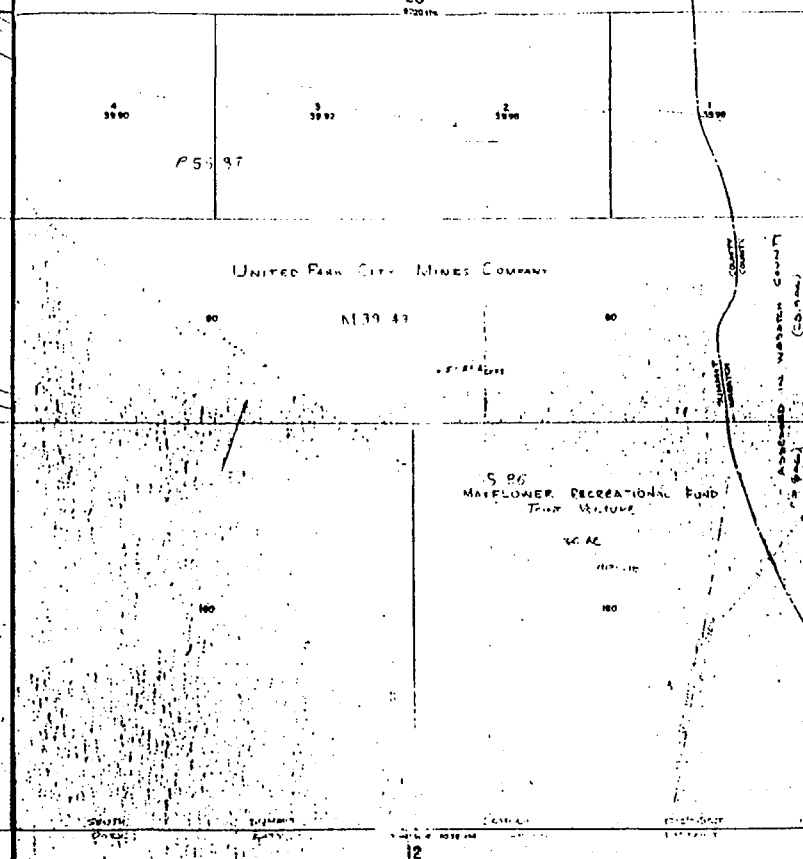
35



SUMMIT COUNTY UTAH

DAIRLAND RACE & AMERICAN

36



SUMMIT COUNTY, UTAH

00100001

SCALE
ONE INCH 400 FEET
BOOK PAGE.

DOC ID # 7224
PAGE #

Contact the Superfund Records Center to view this document.

SITE NAME Richardson Flats

OPERABLE UNIT _____

REPORT OR DOCUMENT TITLE Appendix A Title Search Documents

DATE OF DOCUMENT no date

DESCRIPTION OF IMAGERY Oversized map

NUMBER AND TYPE OF IMAGERY ITEM(S) 1

Book A 27
 LACB No. 232
 Company
 SUMMIT CO. RECONSTRUCTION
 Wanda Y. Spriggs

grantor

State of Utah, hereby

as joint

grantees

, State of Utah

.....

County,

icial
r ofring
he year

A. D. 19 70

D. 19 70 personally

single man

ledged

Wanda Y. Spriggs

Utah

INDENTURE

This Indenture dated April 15, 1970 between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter called "UPC") and PARK CITY VENTURES, a Utah partnership (hereinafter called "Lessee").

W I T N E S S E T H:

That the parties hereto agree as follows:

(1) UPC hereby leases to Lessee those lands herein called "the Subject Premises" more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

(2) The terms and conditions governing this Indenture are set forth in that Agreement and Lease of even date herewith between the parties hereto a copy of which is lodged in the files of UPC and Lessee.

(3) Lessee is hereby granted the right to enter upon the Subject Premises and to explore, develop and mine the minerals therein as provided in Article 2 of said Agreement and Lease.

(4) The term of this Indenture shall end December 31, 1995 unless extended to December 31, ²⁰²⁰ 2002 as provided in Article 3 of said Agreement and Lease.

Entry No. 111543 Book M 27
 RECORDED 8-11-70 at 11:42 AM Page 233-362
 REQUEST of The ANACANAA COMPANY
 FEE \$677.00 By Wanda Y. Spriggs
 WANDA Y. SPRIGGS, SUMMIT CO. RECONSTRUCTION
 ABSTRACT

BOOK M27 PAGE 233

BOOK M27 PAGE 232

(5) This Indenture together with said Agreement and Lease constitute the entire, understanding between the parties as provided in Article 19 of said Agreement and Lease.

Executed as of the date first above written.



UNITED PARK CITY MINES COMPANY

By

[Signature]
President

ATTEST:

[Signature]
Secretary

PARK CITY VENTURES

By The Anaconda Company, a
general partner

[Signature]
Vice President

By American Smelting and Refining
Company, a general partner

[Signature]
Exec. Vice President

ATTEST:

[Signature]
Assistant Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 15th day of June, 1970, personally appeared before me Clark L. Wilson, who being by me duly sworn did say that he is the President of UNITED PARK CITY MINES COMPANY, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clark L. Wilson acknowledged to me that said corporation executed the same.



Daniel H. Schubert
Notary Public
Residing at Salt Lake City, Utah

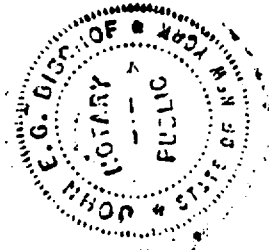
My Commission Expires:
September 21, 1971

STATE OF NEW YORK)
COUNTY OF New York ; ss.

On this 3rd day of June, 1970
personally appeared before me C. E. Schuch, who
being by me duly sworn did say that he is a Vice-President
of The Anaconda Company, a Montana corporation, a
general partner in Park City Ventures, a Utah partnership,
and that said instrument was signed in behalf of said
partnership by authority of a resolution of the board
of directors of said general partner and that said
C. E. Schuch acknowledged to me that said partnership
executed the same.

My Commission Expires:
March 30, 1972

John E. M. B. Bischof
Notary Public JOHN E. G. BISCHOF
Notary Public, State of New York
No. 30-5326450
Qualified in Nassau County
Cert. Filed in New York County
Residing at: Rahville Park, N. Y.
Commission Expires March 30, 1972



STATE OF NEW YORK.)
 : ss.
COUNTY OF)

On this 9th day of June, 1970
personally appeared before me R. L. Hennebach, who
Exec.
being by me duly sworn did say that he is/~~x~~ Vice-Presi-
dent of American Smelting and Refining Company, a New
Jersey corporation, a general partner in Park City Ven-
tures, a Utah partnership, and that said instrument was
signed in behalf of said partnership by authority of a
resolution of the board of directors of said general
partner and that said R. L. Hennebach acknowledged to
me that said partnership executed the same.

My Commission Expires:

3.30-72

Notary Public

Residing at:

NEW HYDE PK. N

JOHN F. WIST
Notary Public, State of New York
No. 32974109
Qualified in the County of
Franklin, New York
Commission Expires March 31, 19



Entry No. 112831	Book M32
RECORDED 9-19-71	at 9:30 AM
WASATCH COUNTY, UTAH	
WANDA T. SHELTON, SUMMIT CO. AGENT	
By <i>[Signature]</i>	By <i>[Signature]</i>
ABSTRACT	

A G R E E M E N T

THIS AGREEMENT, made and entered into as of January 1, 1971, by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter designated "UPC"), and TREASURE MOUNTAIN RESORT COMPANY, a Utah corporation (hereinafter designated "TMRC"),

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to UPC by TMRC, receipt and sufficiency whereof are hereby acknowledged, UPC hereby sells to TMRC, and TMRC hereby purchases from UPC, for the price and upon the terms and conditions contained in that certain Purchase Agreement dated as of January 1, 1971, between the parties hereto, the following:

- (a) Those certain tracts of real property situated in Summit County, Salt Lake County and Wasatch County in the State of Utah, consisting of Parcels numbered No. 1 to No. 18, inclusive, and more particularly described in the schedule attached hereto as Exhibit "A" and by this reference made a part hereof, expressly excepting and reserving to UPC all ores and minerals situated in or upon said real property, together with all rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).

- (b) The various facilities and improvements described in Exhibit "B" attached hereto and by this reference made a part hereof.
- (c) The personal property and supplies described in Exhibit "C" attached hereto and by this reference made a part hereof.

Titles to said real and personal property shall remain in UPC until conveyed to TMRC in the manner, at the times and upon the conditions provided by the above described Purchase Agreement.

Dated the day and year first above written.



UNITED PARK CITY MINES COMPANY

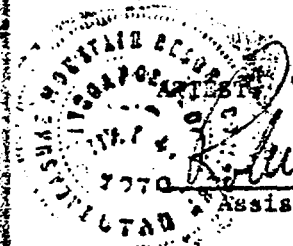
By *L. M. Cornwall*
Vice President

WITNESSES:

E. L. Osika
Secretary

TREASURE MOUNTAIN RESORT COMPANY

By *Ed Warren King*
President

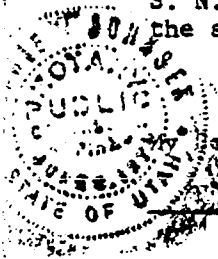


Robert W. Mills
Assistant Secretary

BOOK M30 PAGE 282

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On the 3rd day of March, 1971, personally appeared before me S. N. CORNWALL, who, being by me duly sworn, did say that he is a Vice President of UNITED PARK CITY MINES COMPANY, a Delaware corporation, and that the within and foregoing Agreement was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said S. N. CORNWALL acknowledged to me that said corporation executed the same.



Commission Expires:

Hinnie Johnson
 Notary Public

Residing at Salt Lake City, Utah

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On the 11th day of March, 1971, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN RESORT COMPANY, a Utah corporation, and that the within and foregoing Agreement was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING acknowledged to me that said corporation executed the same.



My Commission Expires:

W. H. Ballard
 Notary Public

Residing at Salt Lake City, Utah

BOOK M30 PAGE 283

EXHIBIT "A"

Parcel No. 1

Beginning at a point which is South 48°50'19"
East 1,632.96 feet from the Northwest corner
of Section 16, Township 2 South, Range 4 East,
Salt Lake Meridian;
thence North 115.61 feet;
thence West 221.90 feet;
thence North 24°18'41" East 250.19 feet;
thence North 9°49'09" West 263.87 feet;
thence North 18°01'48" East 144.52 feet;
thence North 50°40'11" East 291.23 feet;
thence South 26°02'09" East 193.65 feet;
thence South 17°11'55" East 351.73 feet;
thence South 23°42'28" East 251.20 feet;
thence South 64°53'33" West 437.43 feet
to the point of beginning.

Parcel No. 2

Tract 2A

Beginning at a point which is South 80°32'10"
East 1,009.39 feet from the Northwest corner
of Section 16, Township 2 South, Range 4 East,
Salt Lake Meridian;
thence South 78°09'47" West 551.90 feet;
thence North 11°37'04" East 620.72 feet;
thence North 15°34'40" West 50.00 feet;
thence North 76°37'18" East 424.117 feet;
thence South 25°52'27" East 528.86 feet;
thence South 51°44'15" West 268.07 feet
to the point of beginning.

Signed for Identification:

UPC: By TMRC: By

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Tract 2B

Beginning at the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Meridian;

thence North 270.00 feet;
 thence North 80°15'14" East 572.92 feet;
 thence South 15°34'40" East 50.00 feet;
 thence South 11°37'04" West 620.72 feet;
 thence South 31°01'42" East 304.58 feet;
 thence South 15°11'02" East 423.80 feet;
 thence South 13°58'25" West 443.11 feet;
 thence West 614.07 feet;
 thence North 1,389.18 feet to the point of beginning.

Tract 2C

Beginning at the Northeast corner of Section 17, Township 2 South, Range 4 East, Salt Lake Meridian;

thence West 435.60 feet;
 thence North 500.00 feet;
 thence North 11°00'54" East 204.59 feet;
 thence North 56°52'57" West 333.11 feet;
 thence South 2,267.00 feet;
 thence East 677.93 feet;
 thence North 1,389.18 feet to the point of beginning.

Tract 2D

Beginning at a point which is North 45°58'21" West 2,256.12 feet from the Northeast corner of Section 17, Township 2 South, Range 4 East, Salt Lake Meridian;

thence East 320.70 feet;
 thence North 00°30' East 345.00 feet;
 thence South 75°56'03" East 350.00 feet;
 thence South 32°56'36" East 148.95 feet;
 thence East 243.00 feet;
 thence South 02°55'43" West 822.07 feet;
 thence South 2,262.00 feet;
 thence West 412.00 feet;

Signed for Identification:

UPC: By [Signature]

TMRC: By [Signature]

BOOK M30 PAGE 285

Signed

UPC:

TMRC:

thence North 40°32'27" West 820.00 feet;
thence North 2,330.00 feet to the point
of beginning.

Tract 2E

Beginning at a point which is North 25°18'17"
West 2,931.76 feet from the Southeast corner
of Section 8, Township 2 South, Range 4
East, Salt Lake Meridian;
thence North 89°25' West 752.73 feet;
thence South 23°59'59" West 168.89 feet;
thence South 12°45'27" West 54.34 feet;
thence South 2°38'33" West 65.07 feet;
thence South 23°11'55" East 38.08 feet;
thence South 40°54'52" East 31.99 feet;
thence East 703.29 feet;
thence North 16°41'57" East 338.06 feet
to the point of beginning.

Also:

Beginning at a point which is South 00°52'41"
West 991.74 feet from the center of Section
8, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 00°52'41" West 1,677.44 feet;
thence North 89°53'52" East 363.00 feet;
thence South 40°33'27" East 1,007.17 feet;
thence North 2,437.56 feet;
thence North 89°45' West 992.17 feet to the
point of beginning.

Parcel No. 3

Tract 3A

Beginning at a point which is East 2,400.58
feet from Northwest corner of Section 22,
Township 2 South, Range 4 East, Salt Lake
Meridian; thence South 8°32' West 1,302.95 feet;
thence South 88°45' East 597.10 feet;

Signed for Identification:

UPC: By *AW*

TMRC: By *AWK*

Signed

UPC:

TMRC:

BOOK M30 PAGE 286

thence South 25°16' West 1,427.54 feet;
 thence East 2,538.65 feet;
 thence North 30°42' West 778.90 feet;
 thence North 00°52' West 1,504.67 feet;
 thence South 89°57' West 400.00 feet;
 thence North 00°52' West 420.00 feet;
 thence South 89°57' West 1,504.67 feet
 to the point of beginning.

Tract 3B

Beginning at a point which is East 2,400.58 feet from the Northwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 89°57' East 1,904.67 feet; thence North 00°52' West 1,814.90 feet; thence West 1,848.13 feet; thence South 1,622.47 feet; thence South 8°32' West 196.05 feet to the point of beginning.

This Parcel No. 3 is subject to, and there is excluded herefrom, the rights granted by and the provisions of that certain Bargain and Sale Deed dated June 1, 1966, from UPC, as "Grantor," to The Park City Institute for the Arts and Sciences, as "Grantee" and shall include the reversionary interest of UPC under said Bargain and Sale Deed which covers and relates to the following described portion of Parcel No. 3:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian;
 thence North 00°52' West 700.00 feet;
 thence West 1,864.50 feet;
 thence South 506.60 feet;
 thence South 29°11' East 1,733.20 feet;
 thence East 1,050.00 feet
 thence North 00°52' West 900.00 feet;

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

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thence South 89°57' West 400.00 feet;
 thence North 00°52' West 420.00 feet;
 thence North 89°57' East 400.00 feet
 to the point of beginning.

Parcel No. 4

Tract 4A

Beginning at a point which is South 314.73 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian;
 thence East 3,074.32 feet;
 thence North 52°00' East 104.00 feet;
 thence South 25°30' East 200.00 feet;
 thence South 2,060.86 feet;
 thence West 2,769.03 feet;
 thence South 78°10' West 714.30 feet;
 thence North 29°20' East 117.60 feet;
 thence South 69°00' West 360.00 feet;
 thence North 955.96 feet;
 thence South 40°31' East 114.42 feet;
 thence South 84°50'37" East 125.84 feet;
 thence North 65°04'29" East 178.98 feet;
 thence North 87°18' East 99.00 feet;
 thence South 74°38' East 300.79 feet;
 thence North 65°37' East 101.00 feet;
 thence North 3°24' East 91.00 feet;
 thence North 48°29'43" West 194.17 feet;
 thence North 58°30' West 232.95 feet;
 thence North 1109.35 feet to the point of beginning.

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

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Excluding therefrom the following:

Beginning at a point which is South 49°15'
East 3,582.00 feet from the Southwest corner
of Section 22, Township 2 South, Range 4
East, Salt Lake Meridian;
thence North 85°30' West 55.80 feet;
thence North 29°20' East 101.60 feet;
thence South 85°30' East 124.80 feet;
thence North 4°30' East 526.90 feet;
thence South 4°00' East 200.00 feet;
thence North 86°00' East 355.783 feet;
thence South 588.001 feet;
thence West 540.936 feet;
thence North 4°30' East 155.099 feet to
the point of beginning.

Tract 4B

Beginning at the Southwest corner of Section
22, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence North 00°37'08" East 981.88 feet;
thence North 89°54' East 733.71 feet;
thence South 44°00' West 84.78 feet;
thence South 53°06' East 61.60 feet;
thence North 20°24' East 640.80 feet;
thence South 88°54' East 300.00 feet;
thence North 65°10' East 402.00 feet;
thence North 20°24' East 672.90 feet;
thence South 88°54' East 400.33 feet;
thence South 51°56'21" East 943.19 feet;
thence South 49°15' East 400.00 feet;
thence South 51°50' East 776.35 feet;
thence South 39°49' West 1,499.00 feet;
thence South 46°42' East 165.60 feet;

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

thence West 3,074.32 feet;
thence North 314.73 feet to the point of
beginning.

Excluding therefrom the following:

Beginning at a point which is North $66^{\circ}27'07''$
East 1,768.88 feet from the Southwest corner
of Section 22, Township 2 South, Range 4
East, Salt Lake Meridian;
thence West 600 feet;
thence South 350 feet;
thence East 600 feet;
thence North 350 feet to the point of
beginning.

Parcel No. 5

Beginning at the Northwest corner of Section
16, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South $80^{\circ}32'10''$ East 1,009.39 feet;
thence South $35^{\circ}58'59''$ East 195.00 feet;
thence South $18^{\circ}01'48''$ West 144.52 feet;
thence South $9^{\circ}49'09''$ East 263.87 feet;
thence South $24^{\circ}18'41''$ West 250.19 feet;
thence West 284.00 feet;
thence North $15^{\circ}11'02''$ West 423.80 feet;
thence North $31^{\circ}01'42''$ West 304.58 feet;
thence North $78^{\circ}09'47''$ East 551.90 feet
to the point of beginning.

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

Parcel No. 6

Beginning at a point which is North 270 feet from the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 230.00 feet; thence West 435.60 feet; thence North 11°00'54" East 204.59 feet; thence North 56°52'57" West 333.114 feet; thence North 2°55'43" East 822.07 feet; thence West 243.00 feet; thence North 32°56'36" West 148.95 feet; thence North 75°56'03" West 350.42 feet; thence North 00°30' East 413.661 feet; thence West 55.42 feet; thence North 16°37'01" East 327.86 feet; thence South 89°25' East 1,022.00 feet; thence South 34°30' East 250.00 feet; thence South 60°00' East 525.00 feet; thence South 00°52'53" East 140.00 feet; thence South 45°52'46" East 347.69 feet; thence South 580.00 feet; thence East 201.00 feet; thence South 9°41'20" East 415.93 feet; thence South 15°57'49" East 338.769 feet; thence South 76°37'18" West 424.117 feet; thence South 80°15'14" West 572.92 feet to the point of beginning.

Parcel No. 7

Beginning at a point which is South 1,389.18 feet from the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Meridian; thence West 1,089.93 feet; thence South 40°33'27" East 1,600.00 feet; thence South 46°54'22" East 4,912.02 feet; thence North 56°27'04" East 420.90 feet; thence North 00°28'22" East 1,777.87 feet; thence North 89°05'17" West 1,333.12 feet; thence North 00°45'47" East 1,310.00 feet;

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

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thence North 89°32'08" West 1,315.95 feet;
 thence North 00°40'22" East 1,570.00 feet;
 thence South 64°53'33" West 70.00 feet;
 thence South 24°19'16" West 349.40 feet;
 thence North 89°30'41" West 469.02 feet;
 thence West 614.07 feet to the point of
 beginning.

Also:

Beginning at a point which is South 80°32'10"
 East 1,009.39 feet from the Northwest corner
 of Section 16, Township 2 South, Range 4
 East, Salt Lake Meridian;
 thence South 35°58'59" East 195.00 feet;
 thence North 50°40'11" East 269.15 feet;
 thence North 00°40'22" East 151.47 feet;
 thence North 89°29'31" West 110.73 feet;
 thence South 52°18'10" West 270.22 feet
 to the point of beginning.

Excluding therefrom the following:

Beginning at a point which is East 1,223.10
 feet from the Northwest corner of Section
 16, Township 2 South, Range 4 East, Salt
 Lake Meridian;
 thence South 35°59' East 155 feet;
 thence South 54°01' West 281.03 feet;
 thence North 35°59' West 155 feet;
 thence North 54°01' East 281.03 feet
 to the point of beginning.

Also:

Beginning at a point which is South 89°25'
 East 2,368.07 feet from the center of Section
 8, Township 2 South, Range 4 East, Salt Lake
 Meridian; thence South 49°21'04" East 260.97
 feet; thence South 76°11'06" East 439.72 feet;
 thence South 00°52'53" East 260.03 feet;
 thence South 49°56'21" East 287.45 feet;
 thence South 720.00 feet;
 thence East 201.00 feet;

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

BOOK M30 PAGE 292

thence South 09°41'20" East 415.93 feet;
 thence South 15°57'54" East 338.78 feet;
 thence North 79°51'31" East 66.95 feet;
 thence North 76°22'45" East 212.53 feet;
 thence North 28°43' West 59.50 feet;
 thence North 34°35' West 157.00 feet;
 thence North 70°00'29" East 215.00 feet;
 thence North 74°24'15" East 49.11 feet;
 thence North 64°47'30" East 175.00 feet;
 thence South 25°12'30" East 140.00 feet;
 thence South 87°45'03" East 684.68 feet;
 thence South 2°19'38" East 376.31 feet;
 thence South 8°09'09" East 363.65 feet;
 thence South 89°29'30" East 50.00 feet;
 thence South 15°56'25" East 174.25 feet;
 thence South 20°08'45" East 120.10 feet;
 thence South 24°55'01" East 120.11 feet;
 thence South 28°32'25" East 191.05 feet;
 thence South 00°45'47" West 95.00 feet;
 thence South 30°50'41" East 925.68 feet;
 thence North 58°02' East 275.00 feet;
 thence South 31°58' East 682.40 feet;
 thence South 58°02' West 67.30 feet;
 thence South 34°35' East 212.74 feet;
 thence East 167.16 feet;
 thence North 00°34'06" East 2,072.88 feet;
 thence North 89°18' West 2.98 feet;
 thence North 289.25 feet;
 thence North 82°14' East 30.90 feet;
 thence North 16°15' West 240.00 feet;
 thence North 80°43' East 37.00 feet;
 thence North 799.90 feet;
 thence South 89°31' East 1,348.62 feet;
 thence North 01°20'32" East 1,330.05 feet;
 thence North 89°49'11" West 2,643.32 feet;
 thence North 600.00 feet;
 thence South 52° West 174.89 feet;
 thence South 56° West 124.93 feet;
 thence South 60°35' West 164.92 feet;
 thence South 64°40' West 207.91 feet;
 thence South 72°20' West 799.72 feet;
 thence North 89°34'45" West 1,318.90 feet;
 thence North 89°25'00" West 261.83 feet
 to the point of beginning.

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

BOOK M3C PAGE 293

Excluding therefrom the following:

Existing Railroad Right of Way.

Beginning at the Northwest corner of the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 20.0 feet; thence South 89°00' East 76.0 feet; thence South 73°48' East 63.5 feet; thence South 65°40' East 84.0 feet; thence East 176 feet; thence North 33°00' West 87.5 feet; thence West 342 feet to the point of beginning.

Beginning at a point which is North 89°34'44" West 832 feet from the Northeast corner of the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 89°34'45" West 180 feet; thence South 00°25'06" East 140 feet; thence South 89°34'45" East 180 feet; thence North 00°25'06" West 140 feet to the point of beginning.

Beginning at a point located 1,579 feet East and 360 feet North of the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 23°30' East 55 feet; thence North 59°32'30" East 43.4 feet; thence North 31°18' West 52.0 feet; thence South 60°38' West 136 feet to the point of beginning.

Parcel No. 8

Beginning at a point which is North 64°07' West 233.10 feet from the corner common to the Southeast corner of Section 27, the Northeast corner of Section 34, the Northwest corner of Section 35, and the Southwest corner of Section 26, Township 2 South, Range 3 East, Salt Lake Meridian; thence South 73°05' West 560.00 feet;

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thence North 10°55' West 1,800.00 feet;
 thence North 79°05' East 560.00 feet;
 thence South 10°55' East 600.00 feet;
 thence North 79°05' East 960.70 feet;
 thence South 81°40' East 411.00 feet;
 thence South 81°40' East 1,331.00 feet;
 thence South 10°55' East 635.40 feet;
 thence North 81°40' West 350.00 feet;
 thence South 02°35' East 611.00 feet;
 thence North 81°40' West 795.99 feet;
 thence North 59°10' East 148.00 feet;
 thence North 53°00' East 100.00 feet;
 thence North 40°00' East 150.00 feet;
 thence North 27°34' East 325.80 feet;
 thence North 02°35' West 150.00 feet;
 thence North 81°40' West 670.80 feet;
 thence South 02°35' East 150.00 feet;
 thence South 02°35' East 611.00 feet;
 thence North 81°40' West 519.00 feet;
 thence North 02°35' West 611.00 feet;
 thence South 79°05' West 859.1 feet;
 thence South 10°55' East 600.00 feet
 to point of beginning.

Parcel No. 9

Beginning at a point which is South 00°58'
 59.23" West 169.50 feet from the Northwest
 corner of the Northeast Quarter of Section
 9, Township 2 South, Range 4 East, Salt Lake
 Meridian; thence East 1,895.00 feet;
 thence South 1,150.50 feet;
 thence West 1,914.74 feet;
 thence North 00°58'59" East 1,150.67 feet
 to point of beginning.

Excluding therefrom existing railroad and
 highway rights of way.

Parcel No. 10

Beginning at the Southeast corner of the North-
 east Quarter of Section 16, Township 2 South,

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Range 4 East, Salt Lake Meridian;
 thence South 990.00 feet;
 thence East 57.76 feet;
 thence South 11°48' West 282.45 feet;
 thence South 53.60 feet;
 thence East 660.00 feet;
 thence North 660.00 feet;
 thence East 660.00 feet;
 thence South 660.00 feet;
 thence West 649.98 feet;
 thence South 30°10' West 273.90 feet;
 thence South 496.70 feet;
 thence South 47°39' West 733.10 feet;
 thence South 26°39' East 167.60 feet;
 thence South 50°38' East 443.10 feet;
 thence North 47°39" East 308.00 feet;
 thence South 46°54' East 600.00 feet;
 thence North 47°37' East 800.087 feet;
 thence South 00°02' East 1,208.96 feet;
 thence North 8°22' East 1,106.77 feet;
 thence South 88°54' East 600.00 feet;
 thence North 1,622.47 feet;
 thence East 1,848.13 feet;
 thence South 85°42' East 563.14 feet;
 thence North 1°37' East 1,394.30 feet;
 thence North 00°02' East 1,131.40 feet;
 thence South 57°06' East 164.00 feet;
 thence North 31°00' East 600.00 feet;
 thence North 57°06' West 1,500.00 feet;
 thence South 31°00' West 600.00 feet;
 thence South 57°06' East 624.20 feet;
 thence South 00°20' West 581.30 feet;
 thence North 89°39' West 1,200.00 feet;
 thence South 00°20' West 942.40 feet;
 thence North 89°59' West 1,497.10 feet;
 thence South 00°20' West 557.60 feet;
 thence South 89°59' East 56.00 feet;
 thence South 00°02' East 146.81 feet;
 thence North 50°38' West 40.17 feet;
 thence South 31°05' West 432.70 feet;
 thence North 789.30 feet;
 thence South 30°10' West 104.72 feet;
 thence North 148.54 feet;
 thence West 1,320.00 to the point of
 beginning.

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Also:

Beginning at a point which is South 26°34'39"
East 1,496.1 feet from the Southeast corner
of the Northeast Quarter of Section 16,
Township 2 South, Range 4 East, Salt Lake Meridian;
thence North 660.00 feet; thence East 660.00 feet;
thence South 660.00 feet; thence West 660.00 feet
to the point of beginning.

Parcel No. 11

Beginning at the Southwest corner of the
Southeast Quarter of Section 24, Township
2 South, Range 4 East, Salt Lake Meridian;
thence North 00°01'16" West 450.00 feet;
thence North 63°30'00" East 721.00 feet;
thence North 10°11'00" West 1,667.10 feet;
thence South 63°30'00" West 391.716 feet;
thence North 00°01'16" West 539.814 feet;
thence East 765.00 feet;
thence South 185.00 feet;
thence East 510.00 feet;
thence North 46°25'00" East 134.27 feet;
thence North 59°50'00" East 213.77 feet;
thence North 33°20'00" East 154.26 feet;
thence North 21°35'00" East 179.28 feet;
thence North 68°40'00" East 74.57 feet;
thence North 52°45'00" East 64.64 feet;
thence North 27°30'00" East 129.43 feet;
thence North 15°55'40" East 135.84 feet;
thence East 700.00 feet;
thence South 00°08'56" East 779.999 feet;
thence South 00°02'43" East 2,619.80 feet;
thence West 2,629.52 feet to point of
beginning.

Also:

Beginning at the Northeast corner of Section
24, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 00°08'56" East 1,713.42 feet;
thence West 315.361 feet;
thence North 720.00 feet;
thence West 1,000.00 feet;
thence North 1,006.900 feet;
thence South 89°24'38" East 1,310.975 feet
to point of beginning.

Excluding therefrom existing railroad right
of way.

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TMRC: By

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Parcel No. 12

Beginning at the corner common to the Southwest corner of Section 30 and the Northwest corner of Section 31, Township 2 South, Range 4 East, Salt Lake Meridian;

thence South 03°47' East 190.60 feet;
 thence South 03°47' East 1,595.00 feet;
 thence West 901.693 feet;
 thence South 2,341.623 feet;
 thence South 25°30' West 59.50 feet;
 thence South 25°30' West 600.50 feet;
 thence South 25°30' West 1,500.00 feet;
 thence South 65°15' East 600.00 feet;
 thence North 83°30' East 701.80 feet;
 thence South 24°45' West 132.40 feet;
 thence North 51°32' East 745.90 feet;
 thence North 23°16' East 1,265.74 feet;
 thence North 70°11' East 149.506 feet;
 thence North 70°15' East 517.405 feet;
 thence South 54°45' East 112.707 feet;
 thence North 86°50' East 210.203 feet;
 thence North 16°30' East 123.876 feet;
 thence North 70°15' East 579.805 feet;
 thence North 19°45' West 600.00 feet;
 thence North 19°45' West 600.00 feet;
 thence North 19°45' West 61.50 feet;
 thence North 80°45' East 1,500.00 feet;
 thence South 09°22' East 78.90 feet;
 thence North 79°23' East 410.9 feet;
 thence South 25°33' East 343.00 feet;
 thence South 25°33' East 618.8 feet;
 thence North 41°10' East 127.60 feet;
 thence South 55°42' East 600.00 feet;
 thence North 41°05' East 1,499.80 feet;
 thence North 36°29' East 252.90 feet;
 thence North 61°45' East 1,373.50 feet;
 thence South 54°40' East 126.80 feet;
 thence North 42°30' East 56.60 feet;
 thence South 54°40' East 1,200.00 feet;
 thence South 42°30' West 44.339 feet;
 thence South 49°20' East 529.674 feet;
 thence South 51°32' West 591.40 feet;

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thence South 36°15' East 600.00 feet;
 thence North 51°55' East 1,500.00 feet;
 thence North 51°55' East 893.00 feet;
 thence North 67°14' East 451.00 feet;
 thence North 36°15' West 600.00 feet;
 thence North 45°00' West 1,153.15 feet;
 thence North 50°30' East 697.7 feet;
 thence North 48°05' 34.31" East 125.486 feet;
 thence North 50°00' West 200.00 feet;
 thence North 47°05' East 100.00 feet;
 thence North 1,231.105 feet;
 thence West 7,469.172 feet;
 thence South 996.437 feet;
 thence South 88°30' West 2,494.94 feet
 to point of beginning.

Parcel No. 13

Beginning at a point which is North 66°37'
 West 2,569.40 feet from the Southwest corner
 of Section 30 and the Northwest corner of
 Section 31, Township 2 South, Range 4 East,
 Salt Lake Meridian;
 thence South 86°24' West 1,433.7 feet;
 thence North 35°17' West 273.6 feet;
 thence South 76°09' West 1,364.7 feet;
 thence South 76°00' West 461.00 feet;
 thence North 22°00' West 485.90 feet;
 thence South 84°27' West 1,500.00 feet;
 thence South 22°09' East 600.00 feet;
 thence North 84°27' East 731.40 feet;
 thence South 76°00' West 293.9 feet;
 thence South 35°17' East 319.0 feet;
 thence South 64°53' West 537.9 feet;
 thence South 20°13' East 600.0 feet;
 thence North 62°49' East 578.4 feet;
 thence South 10°14' East 194.0 feet;
 thence South 38°29' West 559.0 feet;
 thence South 57°58' East 555.9 feet;
 thence South 75°58' West 266.2 feet;
 thence South 12°57' East 500.7 feet;
 thence South 81°45' West 896.9 feet;

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thence South 28°20' East 600.0 feet;
 thence North 83°29' East 294.4 feet;
 thence South 63°17' West 1,500.2 feet;
 thence South 15°24' West 326.205 feet;
 thence South 56°27'13" East 1,843.378 feet;
 thence South 59°53'47" East 2,105.156 feet;
 thence North 76°12' East 477.461 feet;
 thence North 15°24' East 1,008.10 feet;
 thence North 3,250.00 feet;
 thence East 1,585.572 feet;
 thence North 2,170.50 feet to point of
 beginning.

Parcel No. 14

Beginning at the corner common to the South-
 west corner of Section 19, and the Northwest
 corner of Section 30, Township 2 South,
 Range 4 East, Salt Lake Meridian;
 thence South 01°35' West 137.95 feet;
 thence North 76°24' East 177.28 feet;
 thence South 04°55' East 575.00 feet;
 thence South 44°41' East 26.10 feet;
 thence South 36°45' West 147.10 feet;
 thence South 45°41' West 214.75 feet;
 thence South 00°36' West 3.70 feet;
 thence South 56°30' West 794.20 feet;
 thence South 63°07' West 231.20 feet;
 thence South 129.30 feet;
 thence South 64°44' West 250.80 feet;
 thence North 24°08' West 21.90 feet;
 thence South 83°15' West 489.90 feet;
 thence South 47°11' West 489.60 feet;
 thence South 06°45' East 133.70 feet;
 thence North 83°15' East 886.10 feet;
 thence South 63°32' West 372.80 feet;
 thence South 35°42' East 308.10 feet;
 thence South 75°31' West 388.60 feet;
 thence South 21°36' East 612.00 feet;
 thence North 89°30' East 1,353.14 feet;
 thence South 00°45' East 100.00 feet;
 thence East 2,800.00 feet;

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00200007

thence North 00°31'14.36" West 1,165.40 feet;
thence North 55°00' West 402.002 feet;
thence North 35°00' East 500.00 feet;
thence North 14°27'15" East 552.952 feet;
thence North 39°00' West 522.33 feet;
thence South 50°00' West 1,050.51 feet;
thence North 39°30' West 659.89 feet;
thence North 00°00'07" East 727.38 feet;
thence West 1,321.46 feet to point of
beginning.

Parcel No. 15

Beginning at a point common to the Southeast
corner of Section 35, the Southwest corner
of Section 36, Township 1 South, Range 4
East, Salt Lake Meridian, and the Northeast
corner of Section 2, and the Northwest corner
of Section 1, Township 2 South, Range 4
East, Salt Lake Meridian;
thence South 89°30'.01" West 2,275.344 feet;
thence South 15°30' West 1,388.152 feet;
thence South 00°30' West 1,735.558 feet;
thence South 37°30'.01" West 272.873 feet;
thence South 56°30' West 163.979 feet;
thence South 54°00' West 218.584 feet;
thence South 65°00'.01" West 216.754 feet;
thence South 68°00' West 542.323 feet;
thence South 53°00' West 213.596 feet;
thence South 00°15' West 44.629 feet;
thence South 89°55' East 3,972.765 feet;
thence South 00°00'.01" East 2,652.97 feet;
thence South 89°45'.01" East 1,352.611 feet;
thence North 00°00'.01" East 1,340.953 feet;
thence East 1,352.66 feet;
thence North 00°00'.01" East 2,686.948 feet;
thence South 89°30'.01" East 2,705.126 feet;
thence North 00°00'.01" East 2,717.195 feet;
thence South 89°30'.01" West 5,378.993 feet
to point of beginning.

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Excluding therefrom the following:

Beginning at a point which is North 89°30' West 1,100 feet from the corner common to the Northwest corner of Section 1 and the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Meridian;
 thence South 4°20' West 185.433 feet;
 thence South 00°30' East 1,098.06 feet;
 thence South 6°00' East 100.328 feet;
 thence South 09°00' East 65.2301 feet;
 thence South 12°25' East 105.401 feet;
 thence South 16°00' East 60.2457 feet;
 thence South 18°30' East 90.3852 feet;
 thence South 22°25' East 80.3641 feet;
 thence South 27°10' East 85.4125 feet;
 thence South 29°20' East 80.3984 feet;
 thence South 33°10' East 90.4667 feet;
 thence South 37°30' East 100.539 feet;
 thence South 42°00' East 80.4457 feet;
 thence South 44°20' East 80.4521 feet;
 thence South 49°00' East 80.4627 feet;
 thence South 51°50' East 80.4676 feet;
 thence South 54°30' East 80.4712 feet;
 thence South 59°00' East 85.5046 feet;
 thence South 62°30' East 90.5353 feet;
 thence South 65°40' East 75.4454 feet;
 thence South 68°50' East 80.4729 feet;
 thence South 73°00' East 110.643 feet;
 thence South 77°10' East 875.005 feet;
 thence South 89°30' East 1,905.04 feet to the center of Section 1, Township 2 South, Range 4 East, Salt Lake Meridian;
 thence North 2,692.58 feet to the Northeast corner of the Northwest Quarter of said Section 1; thence North 89°30' West 3,764.95 feet to the point of beginning.

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Parcel No. 16

The following described lots and portions of lots according to the official recorded plats of the Park City Survey:

<u>Block Number</u>	<u>Lot Number</u>
1	South 7 feet of Lot 29, West half of Lot 30
4	1
5	30, 32, 33, 34, South half of Lot 40, 41, 42
11	North 10 feet of Lot 6, 7, 8
13	1, 2
28	South 18 1/3 feet of Lot 13
30	7, 8, North 13 feet of Lot 16, Unplotted land west of Block 30
31	17, 18, 19, 20
32	3, 4, 18, 20, South half of Lot 25, 26, 27, 29, 30, 31, 32
50	1, 2, 3
52	1, 2, 3, 4, 5, 6, 7
53	North half of Lot 13, 14, 19, 20, 21 (less railroad right of way)
54	3, 4, 5, 6, Part of Lot 7, 20, 29, 30 (less railroad right of way)
55	23, 24
56	12, 13, 14

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Block NumberLot Number

57	All
58	4, South half of Lot 5
59	4 (less railroad right of way), South 20 feet of Lot 5 (less railroad right of way), 12 (less railroad right of way), South 20 feet of Lot 28, 29, 30
60	That part of Lot 16 which lies Easterly of roadway, 17, 18
61	1, 2, 9, 10, 11, 12, 13, 14, 15, 16, 17 (less railroad right of way)
62	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
63	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21
64	4, 5
65	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 (less railroad right of way), 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 (less railroad right of way)
66	1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (less railroad right of way), 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 (less railroad right of way)
67	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21 (less railroad right of way)

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<u>Block Number</u>	<u>Lot Number</u>
68	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 (less railroad right of way)
70	1, 2, 3, 4, 5
73	South 30 feet of Lot 21
74	South 40½ feet of Lot 12, North 1.3 feet of Lot 13, South 50 feet of Lot 13, 15, Part of 24, 29, 30, 31, 32, 33
75	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 48, 49, 50, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108
76	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20
77	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41
78	7, 8, South half of Lot 9, 12, 13, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 53, 54, 55
79	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

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Also:

Beginning at the Southwest corner of Lot 10, Block 56, Park City Survey;
 thence South $23^{\circ}26'$ East 525.03 feet;
 thence North $64^{\circ}34'$ East 122.00 feet;
 thence North $23^{\circ}38'$ West 430.00 feet;
 thence North $81^{\circ}17'$ West 146.00 feet
 to the point of beginning.

Beginning at the Southeast corner, David M. Thompson Lot; thence South 110 feet; thence West 75 feet; thence North 110 feet; thence East 75 feet to the point of beginning.

House on West side of Prospect Avenue known as No. 154, Tax Account No. PC 224-A.

Beginning South $45^{\circ}00'$ West 5 feet and North $45^{\circ}00'$ West 3 feet from the Northwest corner of house #339 Heber Avenue; thence Northeasterly 65 feet; thence Southeasterly $14\frac{1}{2}$ feet; thence Southwesterly 35 feet; thence Southeasterly $5\frac{1}{2}$ feet; thence Southwesterly 30 feet; thence Northeasterly 20 feet to the point of beginning.

Parcel No. 17

The following described lots and portions of lots according to the official recorded plats of Snyder Addition to Park City:

<u>Block Number</u>	<u>Lot Number</u>
3	29
11	16
14	12
19	1, 2, 9, 10, 11, 12, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39, 40, 41, 42, 43, 44

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TMRC: By *[Signature]*

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<u>Block Number</u>	<u>Lot Number</u>
20	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
25	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38
28	30
36	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
37	All

Also:

East half of Block 56, Snyder Addition to Park City Survey.

Beginning at a point which is North 54°01' East 87.3 feet from the Northeast corner of Block 57, Snyder Addition to Park City;
thence South 33°20' East 780.8 feet;
thence South 30°23' East 229.00 feet;
thence South 54°01' West 59.4 feet;
thence North 32°48' West 1,011.70 feet;
thence North 54°01' East 50.00 feet to the point of beginning.

Beginning at the Southeast corner of Block 7, Park City Survey;
thence South 66°52' West 66.8 feet;
thence North 29°11' West 94.4 feet;
thence North 42°05' West 1.94 feet;
thence North 28°50' West 29.25 feet;
thence North 61°10' East 72.1 feet;
thence South 32°25' East 47.61 feet;
thence South 23°38' East 84.98 feet to the point of beginning.

Excluding therefrom existing railroad right of way.

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

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Parcel No. 18

Beginning at a point which is South 48°50'19"
 East 1,632.96 feet from the Northwest corner
 of Section 16, Township 2 South, Range 4
 East, Salt Lake Meridian;
 thence South 24°19'16" West 349.40 feet;
 thence North 89°30'41" West 469.02 feet;
 thence North 13°58'25" East 443.11 feet;
 thence East 505.90 feet;
 thence South 115.61 feet to the point of
 beginning.

Also:

That portion of the second floor of Building
 A, Treasure Mountain Inn, a condominium,
 situated in Park City, Summit County, State
 of Utah, designated as Units B, C, D and E
 of said Building A according to the Declara-
 tion of Covenants, Conditions, Restrictions
 and Record of Survey Filed for Record as Entry
 No. 100366, in the office of the County
 Recorder of Summit County, Utah.

Subject to and together with all applicable
 or appurtenant easements, covenants and
 restrictions contained in the Declaration
 of Covenants, Conditions, Restrictions of
 Treasure Mountain Inn, Inc., and Exhibits
 thereto, recorded in the office of the County
 Recorder of Summit County, Utah, February 5,
 1965, as Entries No. 100386 and 100387.

Signed for Identification:

UPC: By *[Signature]*

TMRC: By *[Signature]*

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EXHIBIT "B"

<u>Number</u>	<u>Item</u>
1	Pohlig-Heckel-Bleichard Gondola
1	Cableway with Cable, Cabins and Towers
1	Gondola Repair Shop
1	Stearn-Roger C-1 Chair Lift including Control Buildings
1	Ski-up Cafe and Warming Shelter
1	Stearn-Roger C-2 Chair Lift including Control Buildings
1	J-1 J-Bar Lift
1	J-2 J-Bar Lift
1	Gondola Upper Terminal and Mountain Restaurant
	Power Lines to 12/31/64
3	37½ KVA Transformers
3	15 KVA Transformers
3	10 KVA Transformers
3	50 KVA Transformers
3	37½ KVA Transformers
6	7.5 KV 100 Amp Cut Outs
6	7.5 KV 50 Amp Cut Outs
	1,000 feet #4 Copper
3	37½ KVA Transformers
1	Power Line to C-2 Chair Lift
1	Power Line to C-1 Chair Lift
	Trail Lights
1	Gondola Intermediate Station
1	Snow Making Equipment
	27 yards Miller Carpet
2	Pieces Olive Carpet
	208 yards Red Carpet
	78 yards White Carpet
	235 yards Red Carpet
	141 yards Gullistan Carpet
	Fence
	Light Fixtures 1963
	Light Fixtures 1964
	Irrigation System with Pipe Lines
	Pumping Plant
	Parking Lot Improvements
	Landscaping
	SR Trail Improvements
	Golf Course Improvements
	Lower Terminal Act. Center Building Building (Fritch Garage)
1	Three Kings Double Chair Lift
1	Electrical Transmission Line from J-Bar Lift to Three Kings Chair Lift (trans- formers not included)

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EXHIBIT "C"

<u>Number</u>	<u>Item</u>
1	TV Monitoring System
1	Washer, Hot Hi Pressure Model 503H
	Miscellaneous Supplies
1	Refrigerator
1	Range Electric
1	Sink and Cabinet
1	Piano, Upright
3	Tables, Redwood Slat
51	Table Tops, Oak 30" x 48"
51	Table Pedestals
24	Chairs, Arm
5	Chairs, Lounge White
154	Chairs, Arm
3	Racks, Coat with Hangers
	Draperies, 44 yards Fabric
1	Avalauncher, Mark 14
2	Oxygen Units, Emergency w/regulator, face mask and tubing
2	Toboggans, Rescue with Litter Equipment, Rescue
1	Toboggan, Fiberglass
5	Toboggans, Rescue with Litter
2	Radios, CB5
	Miscellaneous Equipment, Doors, Shelves, Cushions, Cupboards
6	Chairs, child
200	Chairs, Wood Arm
64	Chairs, Thonet Side
5	Chairs, Chaise Lounge
2	Hooks, Coat
4	Cushions, Bench Lower
2	Cushions, Bench Upper
4	Pedestals with Cherubs
2	Pedestals with White Urn
	Drapery
75	Ski Lockers - Coin Operated
1	Floor Maintainer with Brush
	Cashiers Stand, Show Case, Wall Base and Wall Case
	Lockers, Metal Coin Operated
	Mirrors, Shelves

<u>Number</u>	<u>Item</u>
1	Piano with bench
3	Ski Racks, Coin Operated
1	Sofa
1	Microphone w/stand, amplifier and 6 speakers- w/grills
1	Cabinet, Storage
9	Stools
81	Table Tops, Oak 30 x 48
81	Table Pedestals
14	Table Tops
14	Table Bases
2	Tables, Child
1	Vacuum, Clark Heavy Duty
4	Snowmobiles, Colt S/N 40875, 40862, 40860, 40584
1	Snowmobile, Super Voyager S/N 500027
1	Snowmobile, Polaris Mustang S/N 31851
1	Snowmobile, Super Voyager S/N 30031
1	Tractor, John Deere Crawler S/N 49247
1	Snow Cat, Model 4T2 S/N 180
1	Snow Cat, Model 1202 S/N 004
1	Automobile, 1969 Chevrolet Wagon S/N 164369S047505
1	Automobile, 1964 Chevrolet Wagon S/N 41635S163634
1	Truck, 1953 Ford Pickup S/N F10R3F12326
1	Snow Cat, Model 1201 S/N 334
1	1969 Truck, Chevrolet Pickup S/N CE149Z883997
1	Snow Cat, Model 542-A S/N 8-60929
1	Snow Cat, S/N 081
1	Typewriter, IBM Executive S/N 2080895
1	Duplicator, Ditto Model 18D70 S/N 4459
1	Adding Machine, Monroe Model 911-E11X S/N 94317
1	Typewriter, IBM Selectric S/N 4398118
4	Walnut Waste Paper Baskets
2	#135 Desks (1 left, 1 right) w/Stationery Trays
2	#104 Double Ped. Desks
1	#161 "L" Shaped Desk
1	#SDE - 6030 Single Ped. Desk
1	#D-6030 Double Ped. Desk
1	#125 Steno Desk
1	Drapery, 17 yards (Private Office Drapery)
1	Royal Credenza Unit consisting of 1E-1858 W/6030 Teakwood, 1 pr. E29T Pedestal Legs, 1 each C-182 Pedestal, 1 each C-183 Pedestal
1	Royal Credenza Unit #175 E (Enamel Black)
2	76S-N Secretarial Chairs - Brown
3	#207 Sienna Arm Swivel Chairs
6	#DAG Arm Chairs
2	#DSG (BK) Side Chairs
1	#C-160-A Swivel Chair
3	H. Miller Arm Chairs #DAG-L w/Orange Naug. Cover
1	Thonet Stock Wood Saddle Seat

<u>Number</u>	<u>Item</u>
1	Otis Storage Cabinet - Brown #3878
2	#403 - 4 Drawer Legal Files
1	4 Drawer Letter File, Brown #214
1	B-488 Specially Clad Money Safe S/N 16089-9
2	#403 Filing Cabinets, McDowell & Craig
1	#1011 CTR Time Clock
6	Redwood Picnic Tables
1	Black & Decker Bench Grinder S/N H-5073390
1	1/2 Ton Coffing Hoist S/N 8464W
1	WG-15-15 Ton Coffing Hoist S/N WG-1631
1	ZG-6 Coffing Hoist S/N ZG 4480-A
1	Welding and Cutting Acetylene Comp. w/Head, Regulator, Goggles, Hose and Cutting Attach- ment
1	Miller Model AEA-200-L Gasoline Engine Driven Welder w/Starter and Accessories
1	Ford 2000 Tractor Model #21315 Diesel
1	Bean Sprayer - Model 1010FGTN S/N J61300, Comp. w/Spray Gun, Hose and Stabilizer Kit
1	#22-109 Flail Mower S/N 1687
1	7 Gang Worthington - Fairway Mower c/w frame
1	Park 30 Jacobsen Reel Mower
1	Wilt #15 Sulky
1	Ryan Jr. Sod Cutter S/N 10G511
1	A3 Ryan Greensair #8488
1	Lawn Mower Turf King - Model 67602 S/N 14524
1	Cyclone Seeder Model B
1	Toro Greenmaster Ballwasher
18	Red and White Poles - 18 Cotton Flags
1	Hole Cutter
1	Cup Setter
1	Cup Puller
18	Aluminum Putting Cups
1	AG1 Roto Werl, 1 410 Simplex Grinder
1	150 Lapping Machine - 1 Ryan R18-3 Ren O Thin S/N 6133 - 1 T72-3-9 Ryan Tracaire S/N 1341
1	Screen 38" x 6' x 1/4" C.O.X. #10 H.C. Flat
6	Turf Rider Golf Carts and 6 Only Extra Bag Racks S/N 2863, 2864, 2865, 2866, 2867, 2868
2	Cushman Deluxe Tillerbar Steering Golfsters S/N 208903, S/N 208364
1	Cushman Deluxe Tillerbar Steering Golfster S/N 208147
3	Model GC300 Cushman Electric Golf Carts S/N 237664, 237631, 226545
2	Model GC300 Cushman Electric Golf Carte S/N 260917, 251053
40 doz.	#111-CC Keysite Trays
8 doz.	Aluminum Platters, 6 doz. Plastic Holders

<u>Number</u>	<u>Item</u>
1	Menu Board, 4 sets Letters
6 doz.	ZOLA Banquetier #Z-14#9 Plate Cover Dishes #1774 and 1824
18 doz.	Tea Cups - 3 doz. R.E. Oatmeal
72	8" Roosevelt Plates - 72 Tea Cups - 36 Oatmeal Dishes 5 3/8" - 36 Oatmeal Dishes Nappie
	4 Pans and 8 Adapters #2319
69	Miscellaneous Pans
34	Pans - Adapter Bar and Bowls Whips, Ladles and Scoops Flatware (Iced Teaspoons, Oyster Forks) Bread Boards, Plastic Trays, Roasting Pans Knives, Spoons, Scoops, Skimmer, Slicers, Spreaders, Pie Servers, Measuring Spoons, Wood Paddle, Coops Fork and Spatulas Measuring Cups, Thermometers, Trays, Bar Glasses and Silverware Jello Molds, Bar Glasses, Ice Tongs and Con- tainers, Bowls and Liners, Garbage Cans and Lids, Relish Dishes, Chafing Dish, Dome Cover, Brass Frames Pans and Containers Camtray, Relish Dishes, Ice Scoop, Shredder, Tongs, Scoops, Pourers and Roll Baskets Funnels, Bun Boxes and Menu Boards Egg Slicers, Toothpick Holders, Pans and Creamers Felt Pads 54"
2	Green Naugahyde Swivel Chairs
31	Large Tables 40"
4	Small Tables 24"
8	Medium Tables 36"
21	Gold Straight Chairs
24	Victorian Love Seat (Red Upholstery)
1	Antique Commode (2 Door)
1	Hamilton Beach Bar Mixer
1	Gold Framed Oval Mirror
4	Large Round Tables
68	Dining Chairs (Red Upholstery)
1	7 Foot Serving Table - Electric Wired
1	9 Foot Serving Table - 3 Compartment
5	Round Tables, 36" w/Formica Tops
6	Square Tables 3' x 4' Formica Tops
36	Wrought Iron White Chairs
1	Service Bar - Water, Ice Cups, Silver, Coffee, 3 Racks, 3 Shelves, 1 Door
1	Wells Grill - Stainless Steel S/N 13062
1	Pam - Pam Pan Holder Stainless Steel 2 Shelf Rack
1	Stainless Steel Serving Table 4 Wheel
1	Brown Top Table 36" Square w/Metal Base
3	Electric R. Fry Pans

<u>Number</u>	<u>Item</u>
1	Breakfront Antique "Emma Lucy Gates Bolman"
1	10 Foot Banquet Table
5	Plywood Tables Round
5	Plywood Tables Square
6	Green Naugahyde Swivel Chairs
17	Rust Naugahyde Swivel Chairs
1	MC Stand Blonde Wood
8	Std. Banquet Folding Tables
1	Vanity Bench - Off White
4	Black Coffee Shop Booths 2 - 4 ft., 2 - 3 ft.
2	Puffer-Hubbard Stainless Steel - 4 Compartment Refrigerators 6' x 8' S/N R2-3570, R2-3564
1	Deep Fryer - Stainless Steel w/Work Stand
1	G.E. Electric Grill and Oven
1	G.E. Electric Stove and Oven
1	Toastmaster 4 Slice Toaster
1	Raytheon Mark V Radarange Microwave Oven
4	Large Round Tables - Seat 8
2	Stainless Steel Food Bins
1	Sheetiron Cabinet Stand for Radarange
1	Bus Cart Metal - 3 Shelf
1	3' Hardwood Chopping Block w/Clips
1	Blakeslee Kelshen Dish Washing Machine w/Sinks attached Model D60 S/N 79666-7-3
1	Stainless Steel Sink Delta 2' x 3' x 6'
1	Puffer-Hubbard 4 Door Freezer Stainless Steel S/N R2-3563
1	5 Shelf Dish Rack - Rough Wood
1	Steam Table - 3 Unit Electric
1	Brown Wood Top Table - 6' long
1	Work Table - Hardwood Top 5' Long w/Drawer and 1 Shelf
1	Hobart Electric Meat Slicer
1	Hardwood Work Table 10' long w/1 Shelf
2	Stainless Steel Flour Bins - Bloomfield Model 37
1	Edlund #1 Commercial Can Opener
1	Hanson Food Scale (Small)
1	Blakeslee Electric Mixer - Commercial Size
1	Wooden Table 5-1/2' long w/Stainless Steel Back 3' High
1	Puffer-Hubbard Refrigerator 6 Door 8' x 9' S/N 3619
2	G.E. Electric Ovens - Stainless Steel (Stacked)
1	Stainless Steel Pot Rack - 5 Shelf 5' x 7'
2	Stainless Steel Bus Wagons
1	Fire EE Type Extinguisher - Standard #10
1	Sheet Metal Ventilating Hood 24 1/2' x 4' w/2 Florescent Lamps
1	Food Scale (Small)
1	Whirlpool Ice Maker Model C1-450-0 S/N Pr-4080

<u>Number</u>	<u>Item</u>
1	Service Bar 5' - Water Ice Dish Cup Coffee and Silver
1	Stainless Steel Glass Rack 5'
1	Heavy Metal 2 Door Cabinet 5' x 3'
1	Rough Wood 4 Shelf A Type Cupboard
1	Schaifer Ice Cream Dispenser Freezer 4 Door Top
1	Chrome Children's High Chair - 4 Wheel
1	Stainless Steel Bus Cart 3' - 2 Shelf
12	Stainless Steel Wire Dishwash Racks
1	Potato Slicer
1	Bread Rack Stainless Steel 71 x 5' x 2'
1	Bunn Pour-a-matic Coffee Maker
2	Wine Ice Buckets, Stainless Steel Fillerbaskets 2' High
1	Stainless Steel - Stanley Doncett 4 Comp. Sink
2	6' Wire Dish Racks
2	4' x 5' Mirrors, Square
1	Stanley Refrigerator - Salad
1	Stanley Refrigerator - Sandwich
1	Hamilton-Beach Malt Mixer
1	Two Drawer Toastmaster Bun Warmer w/Stand
1	Hood 3½' x 3½' Galv. Over Dishwasher
1	Hot Water Booster - Coates Electric
1	Bar Back - Coffee Shop
1	Counter - Coffee Shop
2	Mirrors - Coffee Shop
1	G.E. Steam Pressure Cooker
1	Hot Food Table
1	Burroughs Cash Register #P370035D
1	National Cash Register #PR890900TT
2	National Cash Registers #642-8386, #642-8270
1	Safe #17362
1	Federal Single Condensate Pump #VCL-420
1	Peerless Castiron Steam Boiler w/controls #170S6
1	Scotsman Cuber #62-2-054652
1	Scotsman Flaker #YM-88214
1	Taylor Freezer #43741
2	Carbonated Drink Stations
1	Back Bar
1	Sneck Bar & Compressor
1	Beverage Counter
6	Tray Slides
2	Cashier Stands
1	Beverage Counter
1	Hot-Food Table & Heat Lamp
1	Hot-Food Table & Chaddich Heat Lamp
1	Cold-Food Counter
1	Koch Refrigerator, M3-2RP and 2 Koch CFF-10 Food Files
1	Compressor

<u>Number</u>	<u>Item</u>
2	Heated Lowerators #2SH-SS
1	Cooks Work Table w/sink and faucet
1	Pass Shelf and Heat Lamp
1	Bain Marie
1	Pot Rack w/5 Shelves and 2 Uprights
1	Koch Refrigerator MD3-6RP w/lugs and 6 CFF Pan Files
1	Compressor
1	Work Table w/sink and faucet
1	Disposal BB-450-1500 Pre-rinse Spray and S/S Table
1	Kettle Stand and 2 T & S B-270 Faucets
2	Kettles, Groen TDA-20
1	Tilting Kettle, Groen TDA-10
2	G.E. Ranges, CR-50 and CR-51
1	G.E. Range, CR-48
1	South Bend Broiler #270
1	G.E. Fryer, CR-42
1	G.E. Equipment Stand CX-136
1	G.E. Oven CN-67
1	Hood w/7 Research V Filters and 1 Light
1	G.E. Bake Oven CN-52
1	Proof Cabinet, Cris-Car 120-1836
1	Koch Dough Retarder, M3-2 RP and 2 Koch CFF-10 Food Files
1	Compressor
1	Work Table w/sink and faucet
1	Hobart Mixer H-60 w/attachments
2	AMCO Wire Racks w/6 Shelves, 4 Uprights and 2 Dollies
1	Baker's Table w/3 Portable Bins Wilder 316-27
1	Steam Chef Steam Cooker 105-3F w/4 Solid Pans and 4 Perforated Pans
1	Groen Steam Kettle FT-60
1	Walk-in Cooker-Freezer w/Platforms, Shelves, Uprights, Coils and Compressors
1	Pot Sink w/2 Faucets
1	Clean Dish Table
1	Roller Rack Return
1	Soiled Dish Table
1	Waste King Disposal HG-1 w/Solenoid Valve, Syphon Breaker and Switch
1	Hobart Dishwasher SM-4-1D-RS w/racks
1	Hobart Booster Heater Thrush 320-1
2	Service Stations w/faucets and Seco #124 Pans
1	Spacer Table
1	Counter Display
1	Tray Slide
3	Del Fran CSK-30 Broilers

<u>Number</u>	<u>Item</u>
1	Fireplace Assembly w/Fan
1	1/3 HP Condensing Unit and Connection
1	Overhead Shelf #24B
1	Stainless Steel Shelf
4	Long Cloak and Hat Racks
	Shelving for Stock Room
	Shelving for Walk-in Box
1	Over and Under Scale 402
1	Hobart Angle Food Slicer #1650
1	Hobart Food Cutter 84141
1	Hobart Vegetable Slicer w/Shredder Plates #9"
1	Work Table w/Sink and Overhead Shelf
1	Coffee Urn Stand
1	G.E. Fry Kettle #CK40
1	Koch Pass-thru Refrigerator MD-3-4RP w/Condensing Unit and 2 Food Files CFF-10
1	Seco Hot Food Table #DME-6SG w/Shelf
1	G.E. ad-a-foot w/2 French Plates #CR44
1	Work Table w/Drawer
1	Hood
1	Service Station w/Soup Warmer, #SRC Lowerators, Toastmaster #3B2 and Roll Warmer
2	Savory Bun Toasters #CTB4
2	Toastmaster Roll and Food Warmers #3C83
1	Counter w/Tray Slides
1	G.E. Fryer #CR-42
8	Banquet Folding Tables
1	Koch Refrigerator #AB-1
3	Crescent Metal Co. Cold-Food Carriers #300-1811
2	Crescent Metal Co. Hot-Food Carriers #302-126
3	Tray Carts #1F 2212
4	Roola Hi-chairs #5C960
2	Sweden Shake Machines, #40466, #42098
1	Burroughs Cash Register #P373648D
1	Burroughs Cash Register #P293691D
1	Scotsman Cuber #62-2-054653
1	Carbonated Drink Station
2	Tray Slides
1	Work Table
1	G.E. Oven #CN-42
1	Steam Chef Steam Cooker
1	Spacer Table
1	G.E. Portable Fryer #CK-40 w/Casters
1	G.E. Griddle #CG-58 w/Portable Stand
1	Refrigerated Base Table w/Compressor
1	Hood S/S Box-Type Research V Filter Assembly w/Lights
1	Pot Sink and Faucet
1	Clean Dish Table
1	Soiled Dish Table w/pre-rinse spray
1	Bus Boy Disposal #BB-1500 w/Solenoid Valve and Syphon-breaker Switch

<u>Number</u>	<u>Item</u>
1	Rack Return
1	Overhead Shelf
1	Hobart Dishwasher #XM4-ID-RS w/Racks
1	Coates Electric Booster Heater #U-2045K
1	Counter Display Section
1	Compressor
1	Beverage Counter
1	Hot-Food Section
1	Beverage Counter
4	Tray Slides
1	Cashier Stand
2	Service Stands w/Faucets
2	Long Cloak and Hat Racks
3	Crescent Metal Co. Cold-Food Carriers #300-1811
2	Crescent Metal Co. Hot-Food Carriers #302-126
1	Tray Cart
2	Roola Hi-chairs #5C960
4	Service Carts
3	#623 Bloomfield Carts
3	Banquet Carts
4	Crescent Metal Co. Cold-Food Carriers
2	Crescent Metal Co. Hot-Food Carriers
1	Dole Postmix Dispenser #DWSE6178
2	Cash Registers. 21B-9055-1-4 #811294J, #8112944
2	Dole Postmix Dispensers, D-425-S w/Carbonators #DFS21010, #DFS20971
1	Bar-O-Matic Drink Dispenser, BOM500-7 w/Carbon- ator, #J20609, T3700
1	Pitney-Bowes Postage Mailing Machine S/N 1016512
1	15M3-6 Aluma-Form Cluster Mount
2	542-A Tucker 542-A Sno-Cats S/N 542-A-8/-70102/-70129 LDI & Repair Parts
1	10-Foot Mogul Planer S/N 097
1	Powder Maker
12	Gondola Cabins with Grips and Suspension
152	Model 39LX Mates Chairs, Antique Spanish
38	30" Round Tables, Formica 603 Rosewood
1	Steelcase Desk
1	4-Drawer File Cabinet
1	Storage Cabinet
1	Winfield Arm Chair
1	Tiffany Type Stand, Black
1	Olivetti Logos 270 Calculator S/N 30065
1	Mies Model 1500 Pressure Fryer S/N M1270bJA
1	Y10 Postal Scale
2	Cascade Toboggans
6400	Seedling Trees
1	Hydro Flame Heater
1	16" IBM Executive Typewriter S/N 8439087
1	IBM Selectric Typewriter S/N 9253017
1	ST-1H-1AV, 16-mm Projector w/Tripod Screen

Entry No. 112332	Book M30
RECORDED 3-17-71 at 9:31 AM	Per [Signature]
REQUEST of VanCott, Bagley, General	
SEE	WANDA Y SPRINGS, SUMMIT CO. PROCESSION
\$ 36.00	By Wanda Y. [Signature]
200000	ALSTRACH

L E A S E

(RESORT AREA)

THIS LEASE, made and entered into as of January 1, 1971, by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter designated "Lessor"), and TREASURE MOUNTAIN RESORT COMPANY, a Utah corporation (hereinafter designated "Lessee"),

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Lessor by Lessee, receipt of which is hereby acknowledged by Lessor and, in consideration of the covenants and agreements hereafter set forth to be kept and performed by the parties hereto, Lessor hereby demises, leases and lets to Lessee the real property situated in Summit County, State of Utah, which is described in Exhibit "A," attached hereto and by this reference made a part hereof, expressly excepting and reserving to UPC all ores and minerals situated in, upon or under said real property together with all rights in connection with or relative to the mining, removal and sale of the same.

TO HAVE AND TO HOLD unto Lessee, its successors and assigns, for a primary term of twenty (20) years from the date of possession provided for in Paragraph 3 hereof and for so long thereafter as such term may be extended as hereinafter provided.

In consideration of such leasing and of the covenants and agreements hereinafter set forth, it is mutually agreed

by and between the parties hereto as follows:

1. Lessee shall have the right to use the real property described in Exhibit "A" hereto, which real property is herein-after designated the "Leased Premises," for the construction, development and operation of ski lifts, ski runs and other winter and summer recreational and resort facilities and uses incident or related thereto, excluding, however, cabins and like structures. In addition, Lessee shall have the right to permit others to graze livestock on the Leased Premises during the summer months, provided that such grazing shall be subject to all terms and conditions herein contained. Lessee agrees that it will not utilize the Leased Premises for any purposes other than those specified in this Paragraph 1 without the written consent of Lessor having been first had and obtained.

2. Lessee agrees to pay to Lessor as rental for the Leased Premises with relation to each calendar year during the term hereof, and pro rata for the portions of years at the beginning and end of the term hereof, an amount equal to the higher of:

- (a) One percent (1%) of the first One Hundred Thousand Dollars (\$100,000.00) of lift revenue (as that term is hereinafter defined) received during said calendar year and one-half of one percent (.50%) of all lift revenue in excess of \$100,000.00

received during said calendar year. The term "lift revenue" as used herein shall mean and refer to the gross amount received by Lessee, or others, from the sale of lift tickets or other charges for utilization of ski lifts, gondolas, tramways, tows and other similar facilities, any portion of which is situated upon or traverses any portion of the Leased Premises, excluding from said revenue any sales taxes paid or payable to the State of Utah in connection therewith, or

- (b) Fifty cents (50¢) per acre per year for each acre comprising the Leased Premises.

Within sixty days following the close of each calendar year during the term of this Lease, Lessee shall deliver to Lessor a statement setting forth in reasonable detail the lift revenue received during the preceding calendar year. Concurrently with the delivery to Lessor of such statement, Lessee shall make payment to Lessor of the rentals payable with relation to the calendar year covered by said statement, determined as hereinabove in this Paragraph 2 provided.

Lessee agrees that it will maintain, and will require that any other party utilizing any portion of the Leased Premises maintain, accurate books and records as to all lift revenue resulting from operations upon the Leased Premises

and that it will permit, and will make effective arrangements whereby any other party utilizing the Leased Premises will permit, duly authorized representatives of Lessor to examine and audit said books and records at reasonable times and places within the State of Utah.

3. Possession, risk of damage and responsibility for the Leased Premises shall be delivered to Lessee on the date it takes possession under the Purchase Agreement executed concurrently herewith. Lessee acknowledges that it is familiar with the Leased Premises and agrees to accept possession of the same in their present condition. Further, Lessee agrees to maintain the Leased Premises in as good condition as when possession thereof is received by Lessee, normal wear and tear and damage by the elements excepted. Lessee agrees that it will not destroy or remove shrubbery, trees and other vegetation growing on the Leased Premises, or alter the surface thereof, except to the extent that it is necessary or desirable in connection with the maintenance, expansion or construction of ski runs, lift facilities and other facilities and improvements which are presently situated, or which Lessee elects to construct or install, upon the Leased Premises. Under no circumstances shall Lessee have the right without the written consent of Lessor to blast or excavate to a depth of more than one hundred feet beneath the surface

of the Leased Premises, or take any other action which will or might affect subsurface structures or mining operations upon the Leased Premises, without the express written consent of Lessor having been first had and obtained.

4. Lessee agrees that all operations upon or in connection with the Leased Premises will be conducted in accordance with good business practices and standards generally accepted in the industry and in a safe manner. Lessee agrees that it will comply with all federal, state and local laws, rules and regulations applicable to the Leased Premises or operations conducted upon or in connection with the Leased Premises, including but not limited to the provisions of the statutes of the State of Utah relating to passenger tramways, and all applicable laws, rules and regulations of any duly constituted authority relating to avalanche control and safety.

5. Lessee agrees that it will at all times during the term of this Lease, purchase and maintain public liability and property damage insurance designating Lessee and Lessor as the insured parties and covering the Leased Premises as well as all operations upon the Leased Premises, which insurance shall be issued by a company or companies acceptable to Lessor, and shall have limits of liability not less than as follows:

Public Liability:

Each Person	\$ 500,000.00
Each Occurrence	5,000,000.00

Property Damage:

Each Occurrence	\$ 100,000.00
Aggregate Liability	1,000,000.00

Products Liability:

Each Person	\$ 500,000.00
Each Occurrence	1,000,000.00

Lessee agrees that it will furnish to UPC a certificate or certificates issued by the appropriate insurance company or companies certifying that such insurance is in effect and agreeing that such insurance will not be cancelled without giving at least ten days' advance written notice to Lessor. Failure to maintain such insurance shall be deemed to constitute a default hereunder.

6. Lessee agrees that it will at all times during the term of this Lease, carry and maintain such insurance covering all persons working in, on or in connection with the Leased Premises as will fully comply with the requirements of the applicable laws of the State of Utah covering Workmen's

Compensation and Occupational Disease and Disability and that it will comply with the terms and provisions of all applicable laws of the United States and of the State of Utah pertaining to Social Security, unemployment compensation, wages, hours and conditions of labor. Lessee agrees that it will indemnify, defend and hold Lessor harmless from payment of any damages or other liability occasioned by failure of Lessee to comply with said laws.

7. Lessee agrees that it will assume, pay and discharge any and all liabilities, claims or demands arising out of labor or materials furnished to or for the benefit of Lessee, or the Leased Premises, or in any way connected with activities or work upon the Leased Premises, and that it will maintain the Leased Premises free and clear of any and all liens, claims or encumbrances of any type or description whatsoever arising out of the failure of Lessee to make such payments when due. Lessee agrees that prior to commencement of construction of any addition to, alteration or repair of, any building, structure or improvement upon the Leased Premises, it will obtain and deliver to Lessor a bond issued by an insurance company acceptable to Lessor, meeting the requirements of Section 14-2-1, Utah Code Annotated, 1953, and guaranteeing the prompt payment for materials furnished and labor performed in connection with said construction, addition, alteration or repair.

8. Lessee agrees that it will at all times during the term of this Lease pay all taxes which are levied or assessed against the Leased Premises as well as any improvements,

activities or operations thereon. The real property taxes for the calendar year during which possession of the Leased Premises is delivered to Lessee shall be prorated as of the date of delivery of possession of the Leased Premises to Lessee as hereinabove provided. Lessee agrees that it will furnish to Lessor at least five (5) days before the final date upon which payment thereof becomes due, receipts or other evidence satisfactory to Lessor indicating that such taxes have been paid. The provisions of this Paragraph 8 shall not limit or restrict the right of Lessee to contest in good faith by appropriate proceedings, any taxes which it feels are illegal or improperly assessed, provided that such action shall not place the title to the Leased Premises in jeopardy.

9. The parties acknowledge that the Leased Premises are subject to the terms of various mortgage deeds, loan agreements and other instruments and documents (hereinafter collectively designated the "SBA Mortgage") executed to secure payment by Lessor of amounts due pursuant to a certain Note, dated November 28, 1962, executed by Lessor and payable to the order of Small Business Administration (on behalf of Economic Development Administration) in the original principal amount of \$1,232,000.00, with interest on the unpaid balance thereof at the rate of 4% per annum (hereinafter designated the "SBA Note"). Lessor agrees that, so

long as Lessee pays when due all amounts due hereunder and under the Purchase Agreement described in Paragraph 12 hereof and fulfills all obligations of Lessee hereunder and under said Purchase Agreement, Lessor will make payment of all amounts which become due under said SBA Note and will comply with all of its obligations under the SBA Note and the SBA Mortgage, except to the extent that such obligations are the type which would appropriately be applicable to Lessee by reason of its being in possession of the Leased Premises, and of the real and personal properties described in and which are the subject of said Purchase Agreement, as to which obligations, Lessee agrees that it will assume and fulfill the same. Lessee further agrees that it will comply with all obligations, covenants and restrictions contained in the SBA Note and the SBA Mortgage which are or may be applicable to the Leased Premises and to the operations or activities of Lessee thereon, or with relation thereto.

10. Lessor specifically excepts and reserves all ores and minerals situated in, upon or under the Leased Premises, together with all rights in connection with or relating to the mining, removal or sale of the same, including but not limited to the right to enter upon and utilize such portion of the Leased Premises as it deems necessary or desirable for the purpose of exploring for, developing, mining and removing said ores and minerals.

Lessee, on its own behalf and on behalf of its successors in interest in ownership of any rights under this Lease or with relation to the Leased Premises, hereby releases, remises and forever waives any claim which it or they have or might hereafter have against Lessor or its successors in interest in ownership of the minerals situated in, upon or under the Leased Premises or any party which acquires the right to mine or remove said minerals, arising out of damage to the Leased Premises or any improvements or facilities situated thereon, whether such claim, liability or damage results from subsidence of the surface of the Leased Premises or any other action taken by Lessor or its successors or such parties who mine or operate said Leased Premises, except that Lessor shall be liable for prompt repair or replacement of damaged or destroyed improvements or facilities resulting from affirmative acts of Lessor. Lessee agrees that the rights of Lessor pursuant to this paragraph shall constitute a covenant running with the leasehold estate created hereby.

Lessor agrees that it will to the extent that it can reasonably do so without additional expense or other detriment to Lessor, conduct all exploration for and development and mining of minerals from the Leased Premises in such a manner as will not unreasonably interfere with operations conducted or contemplated to be conducted by Lessee thereon, or the facilities or improvements situated thereon.

Lessor agrees that it will at all times during the term of this Lease, purchase and maintain public liability and property damage insurance designating Lessor and Lessee as the insured parties and covering all operations of Lessor upon the Leased Premises, which insurance shall be issued by a company or companies acceptable to Lessee, and shall have limits of liability not less than as follows:

Public Liability:

Each Person	\$ 500,000.00
Each Occurrence	5,000,000.00

Property Damage:

Each Occurrence	\$ 100,000.00
Aggregate Liability	1,000,000.00

Products Liability:

Each Person	\$ 500,000.00
Each Occurrence	1,000,000.00

Lessor agrees that it will furnish to Lessee a certificate or certificates issued by the appropriate insurance company or companies certifying that such insurance is in effect and agreeing that such insurance will not be cancelled without giving at least ten (10) days' advance written notice to Lessee. Failure to maintain such insurance shall be deemed to constitute a default hereunder.

11. Authorized representatives of Lessor shall have the right, at reasonable times and at the sole risk of Lessor and such representatives, to enter upon the Leased Premises and any improvements or facilities thereon for the purpose of inspecting the same and all operations and activities being conducted in connection therewith.

12. The parties acknowledge that, concurrently with the execution and delivery hereof, the parties have executed and delivered a certain Purchase Agreement (hereinafter designated the "Purchase Agreement") between Lessor, as "UPC," and Lessee, as "TMRC," dated as of January 1, 1971, and providing for the purchase by Lessee from Lessor of certain tracts of real property situated in Summit County, Salt Lake County, and Wasatch County of the State of Utah, certain resort facilities which are situated partially upon the Leased Premises, and certain personal property used in connection with the said resort facilities. The parties agree that, in the event of termination of said Purchase Agreement, whether at the election of Lessor as a result of default by Lessee under the terms of the Purchase Agreement in accordance with Paragraph 11 thereof, or for any other reason other than payment by Lessee of the full purchase price payable under the terms of the Purchase Agreement, this Lease shall terminate concurrently with the termination of the Purchase Agreement. Such termination shall occur without the necessity of any notice from Lessor to Lessee pursuant to

Paragraph 15 hereof, or any other action by Lessor pursuant to this Lease.

13. This Lease is executed by Lessor without warranties or representations as to title or otherwise. It is agreed that this Lease shall relate only to such titles as Lessor has in and with relation to the Leased Premises and Lessor shall have no liability or obligation to Lessee in the event that Lessee should for any reason be divested of possession of any portion of the Leased Premises by persons claiming or holding title thereto.

Lessee acknowledges and agrees that it has examined the Leased Premises and conducted such investigations and studies with relation thereto as it deems advisable and has satisfied itself as to the nature and condition of the Leased Premises and all pertinent factors with relation thereto. Lessee acknowledges that Lessor has made no warranties or representations as to the Leased Premises of any type whatsoever. Lessee agrees that it will accept the Leased Premises in the conditions in which they now exist without representation or warranty, express or implied, in fact or by law, by Lessor and without recourse against Lessor as to the nature, condition or usability thereof or the uses to which the Leased Premises may be put.

14. In the event that Lessor should receive from a

third party an offer to purchase any portion of the Leased Premises, other than portions upon which facilities or improvements constructed or utilized by Lessee are at the time of such offer situated (as to which portions Lessor shall not be free to sell) and in the event that Lessor should desire to accept said offer, it shall give written notice thereof to Lessee, which notice shall set forth the portions of the Leased Premises which are the subject of said offer, the purchase price and all other material terms and conditions contained in said offer. Lessee shall have the right for a period of thirty days following the effective date of said notice to purchase the portion of the Leased Premises as to which said offer relates, as set forth in the notice from Lessor, for a purchase price and upon terms and conditions equivalent to those contained in said offer. In the event that Lessee elects to exercise said right, it shall give written notice of said fact to Lessor within the thirty-day period provided. Concurrently with the delivery of said notice to Lessor, Lessee shall make payment to Lessor of a purchase price equivalent to that set forth in the notice from Lessor and the parties shall promptly thereafter execute and deliver such instruments and documents as are reasonably necessary to transfer to Lessee the portion of the Leased Premises described in the notice from Lessor and to obligate Lessee to the terms and conditions contained in said offer as set forth in the notice from Lessor to Lessee.

In the event that Lessee should fail to exercise said option and give such notice within the thirty-day period provided, Lessor shall have the right to make sale of the portion of the Leased Premises described in the notice to Lessee, to the party and on the terms and conditions set forth in said notice. In the event of sale of a portion of the Leased Premises to the Lessee or to a third party pursuant to this Paragraph 14, this Lease shall be deemed terminated with relation to the portion of the Leased Premises so sold by Lessor, said property shall for all purposes hereof be deemed to have been deleted from the Leased Premises and shall no longer be subject to the terms or conditions of this Lease.

15. Should any default in any of the terms or provisions hereof occur, Lessor shall give written notice to Lessee designating such asserted default. Lessee shall thereafter have a period of thirty (30) days following the effective date of such notice within which to correct the defaults of which it has received notice. Should Lessee fail to correct said defaults within said thirty-day period, Lessor may, at its election, upon written notice to Lessee, cancel and terminate this Lease provided, however, that unless the asserted default involves nonpayment of rent, failure to maintain insurance or failure to pay taxes and if the asserted default is contested by Lessee, then the remedy of cancellation and termination shall be available to UPC only thirty (30) days after final legal adjudication establishing such default, unless such default

00200000

be cured within such thirty (30) days.

It is agreed that in addition to the remedy of cancellation and termination, as hereinabove in this Paragraph 15 provided, Lessor shall have the right, by appropriate legal action, to compel specific performance by Lessee of its obligations hereunder, to enjoin any default or breach by Lessee which would or might result in irreparable damage or injury to the Leased Premises or to Lessor, or to recover damages from TMRC arising out of such breach or default.

16. In the event that Lessee shall default in the payment of any taxes, assessments, insurance premiums, liabilities arising out of labor or materials furnished to or for the benefit of Lessee or the Leased Premises or any other amounts which Lessee is obligated to pay to third parties hereunder, Lessor may, at its option, pay the same, in which event, Lessee agrees that it will, upon demand, reimburse Lessor for all amounts so paid by Lessor together with interest thereon from the date paid by Lessor to the date upon which Lessor receives reimbursement thereof, at the rate of seven percent (7%) per annum.

17. Any notice herein contemplated to be given to Lessor shall be sufficient if given in writing by registered or certified mail or if given by Western Union Telegraph and, in either case, addressed to:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101

with a copy to:

Mr. Clark L. Wilson
United Park City Mines Company
1849 West North Temple
Salt Lake City, Utah 84116

or to such other address or addresses as Lessor shall hereafter designate to Lessee in writing.

Any notice herein contemplated to be given to Lessee shall be sufficient if given in writing by registered or certified mail or if given by Western Union Telegraph and, in either case, addressed to:

Treasure Mountain Resort Company
C/o Royal Street Development Company, Inc.
500 Newport Center Drive
Newport Beach, California 92660

with a copy to:

Adam Y. Bennion, Esq.
Mackay, McGregor & Bennion
523 West Sixth Street, Suite 828
Los Angeles, California 90014

or to such other address or addresses as Lessee shall hereafter designate to Lessor in writing.

Notices by mail shall be deemed effective and complete at the time of posting and mailing in accordance herewith.

Notices by telegraph shall be deemed effective and complete

at the time of delivery thereof to the telegraph company for transmission.

18. Lessor hereby gives and grants to Lessee the right and option to extend the term of this Lease for a period of twenty years following the expiration of the primary term hereof, such extension to be upon the same terms and conditions as are herein contained. In the event that Lessee shall elect to exercise said option to extend the term of this Lease, it shall give written notice of such election to Lessor at least sixty (60) days prior to the expiration of the primary term of this Lease.

19. Upon termination of this Lease, all buildings, structures, facilities and improvements situated upon and which are affixed to the soil of the Leased Premises shall become the property of Lessor and Lessee shall thereafter have no rights therein or with relation thereto. All machinery, equipment, personal property and supplies not affixed to the soil shall remain the property of Lessee and Lessee shall remove the same from the Leased Premises within sixty days following the effective date of such termination.

20. Lessee shall not have the right to sell, assign, transfer or sublet any portion of its rights under this Lease, or any interest herein, without the written approval of Lessor having been first had and obtained.

21. Subject to the restrictions contained in Paragraph 20 hereof, this Lease is and shall be binding upon and inure

to the benefit of the parties hereto and their respective successors and assigns.

22. This Lease shall be interpreted in accordance with the laws of the State of Utah.

DATED the day and year first above written.

UNITED PARK CITY MINES COMPANY

By *S. M. Cornwall*
Vice President



E. L. Osler
Secretary

TREASURE MOUNTAIN RESORT COMPANY

By *Warren King*
President

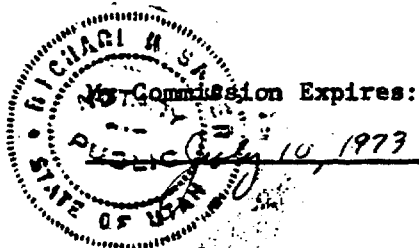


Adam G. Benson
Secretary

BOOK M30 PAGE 337

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 16th day of February, 1971, personally appeared before me S. N. CORNWALL, who, being by me duly sworn, did say that he is the Vice President of UNITED PARK CITY MINES COMPANY, a Delaware corporation, and that the within and foregoing Lease was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said S. N. CORNWALL acknowledged to me that said corporation executed the same.

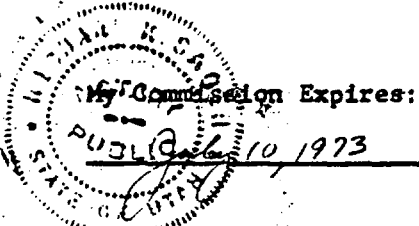


Richard H. Sager
Notary Public

Residing at Salt Lake City, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 16th day of February, 1971, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN RESORT COMPANY, a Utah corporation, and that the within and foregoing Lease was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING acknowledged to me that said corporation executed the same.



Richard H. Sager
Notary Public

Residing at Salt Lake City, Utah

BOOK M30 PAGE 338

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES ATTACHED TO LEASE
(RESORT AREA) DATED AS OF JANUARY 1, 1971, BETWEEN
UNITED PARK CITY MINES COMPANY, AS "LESSOR," AND
TREASURE MOUNTAIN RESORT COMPANY, AS "LESSEE"

All real property owned by Lessor which is situated
in the following sections, townships and ranges:

Township 2 South, Range 4 East, Salt Lake Meridian

Section 1: NE $\frac{1}{4}$, SW $\frac{1}{4}$
 Section 2: E $\frac{1}{2}$, SW $\frac{1}{4}$
 Section 8: SE $\frac{1}{4}$
 Section 9: S $\frac{1}{2}$
 Section 10: SW $\frac{1}{4}$
 Section 15: NE $\frac{1}{4}$, S $\frac{1}{2}$
 Section 16: W $\frac{1}{2}$, SE $\frac{1}{4}$
 Section 18: E $\frac{1}{2}$, SW $\frac{1}{4}$
 Section 19: All
 Section 20: All
 Section 21: All
 Section 23: All
 Section 24: All
 Section 26: N $\frac{1}{2}$
 Section 27: N $\frac{1}{2}$
 Section 28: All
 Section 29: All
 Section 30: All
 Section 31: All
 Section 32: All
 Section 33: NE $\frac{1}{4}$

Township 2 South, Range 3 East, Salt Lake Meridian

Section 24: E $\frac{1}{2}$
 Section 25: E $\frac{1}{2}$, SW $\frac{1}{4}$
 Section 26: S $\frac{1}{2}$
 Section 27: SE $\frac{1}{4}$
 Section 35: E $\frac{1}{2}$, SW $\frac{1}{4}$
 Section 36: All

Signed for Identification:

Lessor: By *[Signature]*

Lessee: By *[Signature]*

excepting and excluding therefrom the following portions of said real property:

(a) All properties included in the Development Properties described in and which are the subject of that certain Purchase Agreement dated as of January 1, 1971, between United Park City Mines Company, as "UPC," and Treasure Mountain Resort Company, as "TMRC."

(b) All properties described as "Surface Mining Installations" on Pages 49 and 51 to 66 inclusive of Exhibit A to that certain Indenture dated April 15, 1970, between United Park City Mines Company, as "UPC," and Park City Ventures, as "Lessee," recorded in Book M27, Pages 233 to 362 inclusive, Records of Summit County, Utah, Book 70, Pages 155 to 285 inclusive, Records of Wasatch County, Utah, and Book 2910, Pages 357 to 485, Records of Salt Lake County, Utah.

Signed for Identification:

Lessor: By *[Signature]*

Lessee: By *[Signature]*

BOOK M30 PAGE 340

Entry No. 125742	Book M 63
RECORDED 1-21-75	at 1:30 M Page 500-1
REQUEST of E. L. Orlka	
FEE \$ 3.50	WANDA Y. SPRINGS, SUMMIT Co. RECORDER
INDEXED 3	By <i>Wanda Y. Springs</i>
	ABSTRACT

QUITCLAIM DEED

GREATER PARK CITY COMPANY, a Utah corporation,
 Grantor, hereby quitclaims to UNITED PARK CITY MINES COM-
 PANY, a Delaware corporation, Grantee, for the sum of Ten
 Dollars (\$10.00) and other valuable consideration, all of
 the right, title and interest of Grantor in and to the fol-
 lowing described tract of land in Summit County, State of
 Utah:

Beginning at a point common to the Southeast cor-
 ner of Section 35, the Southwest corner of Sec-
 tion 36, Township 1 South, Range 4 East, Salt
 Lake Meridian, and the Northeast corner of Sec-
 tion 2, and the Northwest corner of Section 1,
 Township 2 South, Range 4 East, Salt Lake Merid-
 ian; thence South 89°30'.01" West 2,275.344 feet;
 thence South 15°30' West 1,388.152 feet; thence
 South 00°30' West 1,735.558 feet; thence South
 37°30'.01" West 272.873 feet; thence South 56°30'
 West 163.979 feet; thence South 54°00' West 218.584
 feet; thence South 65°00'.01" West 216.754 feet;
 thence South 68°00' West 542.323 feet; thence South
 53°00' West 213.596 feet; thence South 00°15' West
 44.629 feet; thence South 89°55' East 3,972.765
 feet; thence South 00°00'.01" East 2,652.97 feet;
 thence South 89°45'.01" East 1,352.611 feet; thence
 North 00°00'.01" East 1,340.953 feet; thence East
 1,352.66 feet; thence North 00°00'.01" East
 2,686.948 feet; thence South 89°30'.01" East
 2,705.126 feet; thence North 00°00'.01" East
 2,717.195 feet; thence South 89°30'.01" West
 5,378.993 feet to point of beginning.

Dated this 10th day of January, 1975.

GREATER PARK CITY COMPANY

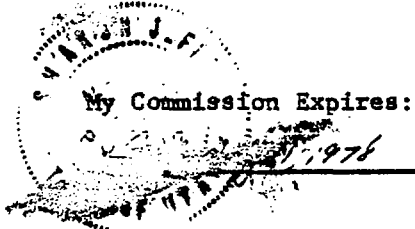
By *Warren King*
 President



BOOK M63 PAGE 500

STATE OF UTAH)
 : ss.
 COUNTY OF SUMMIT)

On the 10th day of January, 1976, personally appeared before me J. Warren King, Jr., who, being by me duly sworn, did say that he is the President of GREATER PARK CITY COMPANY, a Utah corporation, and that the within and foregoing Quitclaim Deed was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. Warren King duly acknowledged to me said corporation executed the same and that the seal affixed is the seal of said corporation.



Sharon J. Fleck
 Notary Public
 Residing at: Park City, Utah

BOOK M63 PAGE 501

Entry No. <u>158789</u>	Book <u>M/42</u>
RECORDED <u>10/1/79</u>	at <u>10:45</u> M Page <u>305-430</u>
REQUEST of <u>M. SCOTT WOODLAND, Vancort, Idghy</u>	
FEE <u>9.22.00</u>	By <u>Wanda Y. Spriggs</u>
INDEXED	ABSTRACT

ASSIGNMENT

THIS ASSIGNMENT, made and entered into this 32nd day of August, 1979, by and between PARK CITY VENTURES, a Utah partnership (hereinafter designated "Ventures") and NORANDA EXPLORATION, INC., a Delaware corporation (hereinafter designated "Noranda");

W I T N E S S E T H:

WHEREAS, United Park City Mines Company (hereinafter designated "UPC") and Ventures mutually executed and delivered a certain Agreement and Lease dated April 15, 1970, an Indenture with relation to which is recorded in Book 70 at Page 155, records of Wasatch County, Utah, and in Book 27, Page 233, records of Summit County, Utah, which Agreement and Lease related, among other things, to the real property and interests in real property which were described in Exhibit A attached thereto, a copy of portions of which Exhibit A is attached hereto as Exhibit 1 and by this reference made a part hereof; and

WHEREAS, said Agreement and Lease was amended and supplemented by the following documents, all of which were executed and delivered by the parties to said Agreement and Lease:

A. An Amendment and Supplement to Agreement and Lease, dated May 1, 1973, a copy of which is attached hereto as Exhibit 2 and by this reference made a part hereof.

B. A Second Amendment to Agreement and Lease dated February 10, 1975, a copy of which is attached hereto as Exhibit 3 and by this reference made a part hereof.

C. An Amendment and Supplement to Agreement and Lease dated April 2, 1975, a copy of which is attached hereto as Exhibit 4 and by this reference made a part hereof.

BOOK #142 PAGE 305

D. A Fourth Amendment to Agreement and Lease dated May 21, 1979, a copy of which is attached hereto as Exhibit 5 and by this reference made a part hereof.

which Agreement and Lease as so amended and supplemented is hereinafter designated the "Lease"; and

WHEREAS, it is the desire of the parties hereto that Ventures assign to Noranda all of its right, title and interest in, to and arising under the Lease.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ventures hereby sells, assigns, transfers, and conveys to Noranda all of the rights, titles and interests of Ventures in, to and arising under the Lease and in and to the real and personal property and interests in real and personal property which are the subject of said Lease.

2. Noranda hereby assumes and hereby agrees to perform and discharge all duties and obligations of Ventures under the Lease accruing on or after August 22, 1979 or relating to periods on or after August 22, 1979.

3. This Assignment is executed and delivered pursuant to the terms of a certain Agreement dated May 22, 1979 between the parties hereto and shall be subject to all applicable provisions of said Agreement.

4. This Assignment is and shall be binding upon and inure to the benefit of the parties hereto and UPC and their respective successors and assigns.

5. This Assignment shall be interpreted and enforced in accordance with the laws of the State of Utah.

BOOK #142 PAGE 306

DATED the day and year first above written.

PARK CITY VENTURES

By THE ANACONDA COMPANY,
a general partner

By *Pa Barber*
Vice President

By ASARCO INCORPORATED,
a general partner

By *C. W. Campbell*
General Manager
Western Mining Department

MORANDA EXPLORATION, INC.

By *[Signature]*
President CHAIRMAN

ATTEST:

John Hoag
Secretary

STATE OF UTAH

COUNTY OF SALT LAKE

1
1 ss.
1

On the 22nd day of August, 1979, personally appeared before me C. W. Campbell, who, being by me duly sworn, did say that he is the General Manager, Western Mining Department, of Asarco Incorporated, a New Jersey corporation, and that the within and foregoing Assignment was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said C. W. Campbell duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Hinnie Johnson
NOTARY PUBLIC
Residing at: Salt Lake City Utah

My Commission Expires:

June 7, 1983

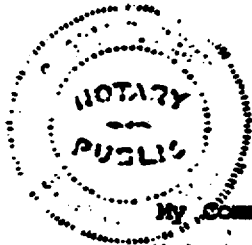
BOOK 142 PAGE 307

STATE OF COLORADO

COUNTY OF DENVER

ss.

On the 2nd day of August, 1979,
 personally appeared before me D.A. Barber,
 who, being by me duly sworn, did say that he is the Vice
 President of The Anaconda Company, a Delaware corporation,
 and that the within and foregoing Assignment was signed on
 behalf of said corporation by authority of a resolution of
 its Board of Directors, and said D.A. Barber
 duly acknowledged to me that said corporation executed the
 same and that the seal affixed is the seal of said corpora-
 tion.



Elmer K. Best
 NOTARY PUBLIC
 Residing at: Denver, Colorado

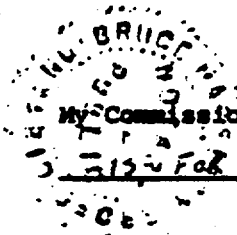
My Commission Expires:

My Commission expires September 22, 1981

Province of Ontario
~~STATE OF~~
Canada
~~COUNTY OF~~

ss.

On the 12 day of September, 1979, per-
 sonally appeared before me J.O. HINDS,
 who, being by me duly sworn, did say that he is the Presi- CHAIRMAN
 dent of Noranda Exploration, Inc., a Delaware corporation,
 and that the within and foregoing Assignment was signed on
 behalf of said corporation by authority of a resolution of
 its Board of Directors, and said J.O. HINDS
 duly acknowledged to me that said corporation executed the
 same and that the seal affixed is the seal of said corpora-
 tion.



J.O. Hinds
 NOTARY PUBLIC
 Residing at: TORONTO, ONTARIO
CANADA

My Commission Expires:

My Commission Expires: FOR LIFE

BOOK # 142 PAGE 308

CONSENT

UNITED PARK CITY MINES COMPANY, a Delaware corporation, in accordance with Article 20(d) of the Lease described and identified in the foregoing Assignment hereby consents to the execution, delivery and performance by the parties thereto of the foregoing Assignment.

This Consent shall not be deemed to amend or modify the Lease described and identified in the foregoing Assignment, nor to alter or waive any rights of UPC thereunder.

DATED the 22nd day of August, 1979.

UNITED PARK CITY MINES COMPANY

By

Miles P. Romney
President

ATTEST:

E. L. O'Neil
Secretary

STATE OF UTAH

COUNTY OF

ss.

On the 22nd day of August, 1979, personally appeared before me Miles P. Romney, who, being by me duly sworn, did say that he is the President of United Park City Mines Company, a Delaware corporation, and that the within and foregoing Assignment was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Miles P. Romney duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Hinnie Johnson
NOTARY PUBLIC

Residing at: 101 Lake City, Utah

My Commission Expires:

June 7, 1983

BOOK #142 PAGE 309

INDEXED:

RELEASE AND QUITCLAIM DEED

THIS RELEASE AND QUITCLAIM DEED, executed this 24th day of November, 1982, by NORANDA MINING INC., a Delaware corporation, NORANDA EXPLORATION INC., a Delaware corporation, and PAMOUR PORCUPINE MINES INC., a Delaware corporation (hereinafter collectively designated "Grantors");

W I T N E S S E T H:

WHEREAS, United Park City Mines Company, as "UPC" and Park City Ventures, as "Lessee", mutually executed and delivered a certain Agreement and Lease, dated April 15, 1970, an Indenture with relation to which is recorded in Book 70, Page 155, Records of Wasatch County, Utah, and in Book 27, Page 233, Records of Summit County, Utah; and

WHEREAS, said Agreement and Lease was amended and supplemented by the following documents, all of which were executed and delivered by the parties to said Agreement and Lease:

A. An Amendment and Supplement to Agreement and Lease, dated May 1, 1973,

B. A Second Amendment to Agreement and Lease, dated February 10, 1975,

Entry No. <u>200112</u>	Book <u>245</u>
RECORDED <u>1:583</u>	at <u>12:20 M</u> Page <u>78</u>
REQUEST of <u>E. L. Cuthbert</u>	
FEE <u>\$ 205.00</u>	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
INDEXED	By <u>Alan</u>
	ABSTRACT

BOOKM 245 PAGE 78

70500

C. An Amendment and Supplement to Agreement and Lease, dated April 2, 1975, and

D. A Fourth Amendment to Agreement and Lease, dated May 21, 1979; and

WHEREAS, the rights of the Lessee under said Lease were assigned to Noranda Exploration Inc. pursuant to a certain Assignment, dated August 22, 1979, between Park City Ventures and Noranda Exploration, Inc., which Assignment was recorded as Entry No. 118560, in Book 130, Pages 297 to 422, Records of Wasatch County, Utah, and as Entry No. 159789, in Book M142, Pages 305 to 430, Records of Summit County, Utah; and

WHEREAS, by Assignment dated December 1, 1979, Noranda Exploration Inc. assigned all of its right, title and interest in and to the Agreement and Lease as amended, to Noranda Mining Inc.; and

WHEREAS, the Agreement and Lease was further amended by a Fifth Amendment to Agreement and Lease, dated December 8, 1980, between United Park City Mines Company, as "United Park", and Noranda Mining Inc., as "Noranda"; and

WHEREAS, certain rights, titles and interests in and to the rights of the Lessee under the Agreement and Lease were assigned to Pamour Porcupine Mines, Inc.; and

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WHEREAS, pursuant to a Termination Agreement, dated effective as of April 1, 1982, between Noranda Mining Inc., Noranda Exploration Inc., and Pamour Porcupine Mines Inc., as "Lessee", and United Park City Mines Company, as "UPC", the Agreement and Lease, as the same had been amended as aforesaid, was terminated effective April 20, 1982.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, Grantors hereby release, remise and forever quitclaim to United Park City Mines Company, a Delaware corporation, the following:

1. All of the right, title and interest of Grantors and each of them in, to and arising under the above described Agreement and Lease, as the same has been amended and supplemented to date, as aforesaid; and
2. All of the right, title and interest of Grantors and each of them in, to and arising under the patented and unpatented mining claims, real and personal property, interests in real and personal property and water rights which are the subject of said Agreement and Lease, which were described in Exhibit A to said Agreement and Lease, a copy of which is attached hereto, and in the Amendment and Supplement to Agreement and Lease, dated May 1, 1973, the Second Amendment to

Agreement and Lease, dated February 10, 1975, and the Amendment and Supplement to Agreement and Lease, dated April 2, 1975, all of which are described above and copies of which are attached hereto and by this reference made a part hereof.

DATED this 24th day of November, 1982.

NORANDA MINING INC.

By Richard J. Fournier
President

NORANDA EXPLORATION INC.

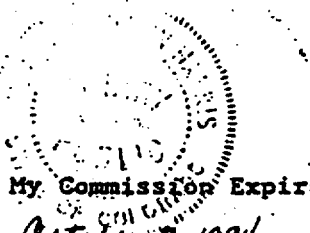
By G. Snow
President

PAMOUR PORCUPINE MINES INC.

By Donald E. Fournier
President

STATE OF Colorado)
 : ss.
 COUNTY OF Jefferson)

On the 27th day of October, 1982, personally appeared before me Richard G. Fiorini, who, being by me duly sworn, did say that he is the President of Noranda Mining Inc., a Delaware corporation, and that the within and foregoing Release and Quitclaim Deed was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Richard G. Fiorini duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



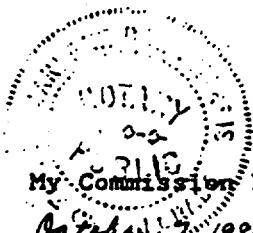
Marlene Dawn Harris
 NOTARY PUBLIC
 Residing at: Arvada, Colorado

My Commission Expires:

October 7, 1984

STATE OF Colorado)
 : ss.
 COUNTY OF Jefferson)

On the 27th day of October, 1982, personally appeared before me D. Snow, who, being by me duly sworn, did say that he is the President of Noranda Exploration Inc., a Delaware corporation, and that the within and foregoing Release and Quitclaim Deed was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said D. Snow duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Marlene Dawn Harris
 NOTARY PUBLIC
 Residing at: Arvada, Colorado

My Commission Expires:

October 7, 1984

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PROVINCE OF Ontario)
: ss.
CITY OF Toronto)

On the 24th day of November, 1982, personally appeared before me Donald E.G. Schmitt, who, being by me duly sworn, did say that he is the President of Pamour Porcupine Mines Inc., a Delaware corporation, and that the within and foregoing Release and Quitclaim Deed was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Donald E.G. Schmitt duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.


NOTARY PUBLIC
Residing at: Toronto

My Commission Expires:

is for life

EXHIBIT A

ATTACHED TO AGREEMENT AND LEASE DATED APRIL 15, 1970
BETWEEN UNITED PARK CITY MINES COMPANY, AS "UPC", AND
PARK CITY VENTURES, AS "LESSEE".

PATENTED MINING CLAIMS AND MILLSITES

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described patented lode mining claims and millsites together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

UINTAH MINING DISTRICT - SUMMIT COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Antelope	6741
Antelope No. 2	6756
Arms	259
Banner Millsite	47
Ben Harrison	652
Beware	5073
Bonanza	630
Carbenit	262
Chloride	627
Claire	5326
Claire No. 1	5447
Claire No. 2	5447
Contact	4570
Colorado	5073
Creole	219
Creole No. 2	315
Creole No. 3	4938
Cumberland	638

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Deer Valley East	4570
Deer Valley West	4570
Elk	6740
Engineer	3441
Exchange	629
Frida	5665
Galena	628
George	645
Goodell Millsite	227-R
Gopher	602
Henry	640
Huron Mine	256
James R. Wright, Amended	5839
Jennie Lind	708
Jeremiah	313
John	643
Joker	6658
Justice	6103
Keno	325
Kentucky No. 1	619
Kentucky No. 2	620
Kentucky No. 3	621
Kentucky No. 4	622
Kentucky No. 5	623
Kentucky No. 6	624
Kentucky No. 7	625
Kentucky No. 8	626
Kentucky No. 9	5840
Kentucky No. 10	5837
Lark	6225
Lilly	5665
Lilly No. 2	5665
Lilly No. 3	5665
Lookout	5073

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
May Flower Millsite	220-B
May Flower No. 2	613
May Flower No. 8	618
Mazepah Millsite	301-B
Moose No. 1	6727
Moose No. 2	6727
Moose No. 3	6727
Moose No. 4	6727
Moose No. 5	6727
Moose No. 6	6727
Nero	589
Newell	653
Northland	599
Oasis	632
Olive Branch Millsite	226-B
Ontario Millsite	
Orlando	587
Oro	588
Park City	633
Park View	655
Park View No. 2	3058
Pearl	723
Polygon	723
Pyramid	6028
Ravine	723
Rumney	639
Sal	6856
Samuel	646
San Joaquin	257
Sheridan	637
Silver Hill	631
Sunrize	5833
Sunrize Fraction	5833
Susan B	3071
Switzerland Millsite	52

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Tender Foot	255
Trestle	644
Trump	265-A
Trump Millsite	265-B
Typo	648
Typo No. 2	649
Typo No. 3	650
Typo No. 4	651
Una	3056
Virginia	258
Washington Millsite	80-B
Wedge	673
Wisconsin	5665
Woodside	56
Woodside Extension	254
Yaup	264-A
Yaup Millsite	264-B
Abby	165
Abby	405
Abdallah	549
Accidental	4765
Amended Ace of Diamonds	5453
Addenda, Amended	384-A
Addie, also part in Wasatch County	158
Adelaide	499
Adonis	506
Aetna	196
A. Garfield	261
Albion	251
Alice Ryan	202
Alta	527
Ameer	137
Amphion	718
Anaconda No. 3	4850
Andes	717

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
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Anna	6159
Anna Marie	4861
Antelope	268
Antelope	6741
Antelope No. 3	7023
Anthony	4647
Antietam	721
Ape	421
Apex	5587
Apex No. 2	352
Appendix	4487
Appolo	426
Appomattox	504
Apostate	720
Apostle	720
Arthur	690
Arthur	4784
Aspen	5591
Atlanta	4850
Aurora	298
Austin	473
Ax, also part in Wasatch County	6902
Baby	127
Ballman	205
Baltimore	536
Banner	47
Barrios	173
Belcher	479
Bell	6279
Bellonte	7150
Bell Mont	284
Belmont	372
Belmont	4850
Benton	367
Berlin	721
Bess F	6714

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Bible Back	177
Big Stick	6212
Bird	422
Bizane	731
Black Bear	209
Black Bird Mining Claim	4846
Black Diamond	180
Black Hawk	208
Black Horse	4846
Block	6211
Bluff	4952
Bonny Ida	152
Boss	126
Boulanger	731
Brave Columbia	214
Broadway	223
Broadway Fraction	4867
Bryan	4107
Bryan	6209
Buckey	41
Buckeye	4720
Bull Run	721
Bunker Hill	731
Butcher Boy	478
Caledonia	729
Calhoun	723
California	718
California	4245
Captain	3041
Captain Mollie	711
Cash Box	6210
Cashier	496
Cave	75
Celeste	74
Central	332
Central	80-A

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Central Hill	670
Challenger	72
Champion	186
Champion	4850
Champion Fraction	4866
Chance	668
Chance No. 2	334
Chancellor	420
Chapter	335-A
Check	7149
Chelsea	559
Chief of the Park	91
Cicero	723
Cinderella	5107
Clambia	486
Clara No. 2	221
Clara Davis	51
Clay	723
Clematis	5591
Cleveland	427
Cliff	5312
Climax	174
Coin	3115
Colbath	720
Columbus	4640
Come at Last	199
Comstock	207
Comstock No. 2	423
Confidence	5099
Congress	187
Conkling	689
Connelly	208
Constitution	215
Contact	4570
Convention	3116
Convict	139

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
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Copper	5453
Cora	497
Corner Stone	452
Corr	73
Cortez	5591
County	476
Cricket	6781
Groesus	5316
Croppy Boy	513
Crown Point	231
Crown Point	530
Crown Prince	263
Cuba	347
Cumberland	216
Cumberland	666
Cumberland No. 2	500
Custer	327
Custer	728
Custer No. 2	4850
Dakota	133
Daly	242
Daniel O'Connell, also part in Wasatch County	92
Danville	368
Dark Horse	189
Darwin	6278
Daylight	270
Dead Easy No. 1	5591
Dead Easy No. 2	5591
Deer Valley East	4570
Deer Valley West	4570
Delaware	665
Delta	723
Deuce	5915
Diamond	322
Dick Turpin	440

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Dick Turpin Fraction No. 1	4860
Disappointment	276
Dispute	533
D. and M.	3822
Dolores Nos. 1 and 2.	6208
Domingo	171
Dr. W. F. Smith	225
Dreadnaught Tunnel	82
Dutchman	3008
Eastman	414
Eclipse	6901
Edison	6280
Egypt	371
Eldorado	113
Eldorado No. 2	3055
Electric Light	730
Elkhorn	351
Ella	582
El Madhi	356
Emaly	394
Emly	698
Emma Jane	98
Empire	297
Engineer	3441
Esther	323
Ester Hale	565
Ethel	6859
Eudora	110
Euphrates	377
Eureka	104
Eureka	663
Europe	101
Evangeline	507
Evening Star	4720
Evergreen	701

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Fairbanks Fraction	5364
Fairbanks Amended	5364
Fairview	106
Fallon, Amended	179
Field	6279
Finis	357
Fitz Lode	7148
Fortune Teller	135
Forty Nine	316
Fountain	302-A
Fraction	713
Fraction	160
Fraction	4678
Fraction Mining Claim	5587
Fraction	321
Fraction, Amended	728
Frank and Roy, also part in Wasatch County, Blue Ledge District	63
Franklin	474
Fraser	6156
Frederick	539
Free Coinage	3428
Free Thinker	711
Fremont	146
G. G. Tait	555
Galileo	6280
Gambetta	731
Garvey Mine	103
Gazelle	269
General Dodge	222
General Norton	4970
Georgeanna No. 1	460
Georgeanna No. 2	461
Georgeanna No. 3	462
Georgeanna No. 4	463

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Gettysburg	731
Gifford	477
Gimlet	5639
Glenn	140
Golden Chariot	175
Golden Gate	722
Golden Robin	5591
Goldenrod	5701
Gold King	4209
Gold Wedge	5453
Goodell	227-A
Grand Prize	90
Great Basin	395
Great Basin No. 2	396
Great Eastern	68
Grizzly	365
Grundy	475
Hamlet	435
Hanauer	6782
Hanna	218
Harrington	4900
Hatty Greene No. 1	466
Hatty Greene No. 2	467
Hatty Greene No. 3	468
Hecla	431
Hecla	197
Hellen Jessey	126
Hendricks	428
Henrietta	70
Herat	412
Herschel	6277
Hidden Treasure	64
Hidden Treasure No. 2	116
High Card No. 1	5591
High Card No. 2	5591
High Card No. 3	5591

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Hirnet No. 2	464
Hirnet No. 3	465
Hope	7050
Hope	260
Hope	299
Hoyt	253
Hunter	521
Huron	699
Huxley	6278
Hyde Park	472
Iago	434
Ida Belle	185
Ida Steele	4176
Illinois	233
Illinois	711
Independence	4246
Index	3049
Indiana	4760
Intervention	308
Iowa	556
Iowa No. 2	557
Iron Horse, also part of Wasatch County	110
Iron Horse	4720
James A. Garfield	236
Japan	346
Jeanette No. 2	162
Jennie Lind	708
Jennie Powers	65
John Mackay	518
Jones	4677
Jordan	167
Jubilee	4137
Jubiter	128
June Bride	6860

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
June Bug No. 1	5140
June Bug No. 2	5140
June Bug No. 3	5140
June Bug No. 5	5140
Justice	6103
Kaas	5639
Keene	252
Kelvin	6280
Kennedy	522
Kentucky No. 4	622
Keokuk	285
Key Stone	469
King	4970
King Con. No. 1	6858
King Extension	728
King William	129
Kite	6045
Know You Don't	354
Ladies Drum No. 1	609
Ladies Drum No. 2	610
Ladies Drum No. 3	611
Lady Morgan	164
Laird	3118
Lake Shore No. 1	441
Lake Shore No. 2	457
Lake Shore No. 3	458
Lake Shore No. 4	459
Lancet	345
Last Chance	48
Last Chance Mill Site	48-A
Last Chance No. 1	5591
Last Chance No. 2	60
Last Chance No. 2	5591
Legal Tender	3503

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Liberty	279
Lilley of the West	517
Lincoln	191
Link	714
Little Billie	3117
Little Helen	409
Little Maggie	134
Little Maud	67
Little Mc	53-A
Little Nettie	425
Little Percy	4953
Little Pittsburgh	470
Little Reb	424
Lizarena	369
Lockport	538
Lode Line, also part in Wasatch County	3303
Lodi	721
Lone Tree, also part in Wasatch County	120
Long Fellow	419
Lookout	667
Lookout	485
Lucky	443
Lucky Boy	4720
Lucky Boy	529
Lucky Jim	403
Lucky Jim No. 2, also part in Wasatch County	402
Madrid	721
Madura	349
Magnet	537
Magnolia	109
Malchite	281
Mammett	360

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Manhattan	117
Manhattan No. 2	3050
Maple	5591
March	5453
Marconi	6276
Marie	4744
Marie	5141
Mark Anthony	6485
Marshall	778
Marshall No. 2	399
Martha Mine	5145
Maryatta	366
Mary Ellen	79
Mary Jane	4850
Mary Lou	7030
Massachusetts Fraction	4676
Mat & Pat	311
Matchless	702
Matthew	324
Maud H	585
May Flower No. 2	613
May Flower No. 8	618
Mazepah	239
M. C.	363
McCarty No. 1	4970
McCarty No. 2	4970
McKay	71
Merremack	4720
Mikado	429
Milkecedy	711
Mineral Spring	526
Miners Delight	112
Miners Delight	4970
Minnesota	703
Minnesota	4720

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<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Minnie Hubbard	380
Minnie Kessel	438
Minnow	654
Minooka	241
Missouri	138
Missouri	272
Mite	6780
M. J. Fraction	4862
Mocking Bird	4970
Molly Stark	495
Moniter	719
Monitor	4720
Monno	373
Monroe Doctrine	217
Montana	283
Montezuma	115
Monza	721
Moray	711
Morning Star	143
Morse	6279
Mount Blanc	721
Mount Hope	4850
Mountain Bell	531
Mountain Chief	238
Mount Green, also part in Wasatch County	157
Mountain Green No. 2	401
Mountain Spring	339
Mountain Top, also part in Wasatch County	170
Mountain View	568
Mulkahy	194
Mumadore	161
Nachusa	558
Napoleon	731
Naragansett	489

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<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Narrow Gauge	81
Nellie	712
Nellie Wall	168
Nelson	3100
Nemrod	181
Neptune	361
Nero	192
Nero	589
Nettie	266
Nevin	4785
New Found Treasure	240
New Port No. 1	731
New Port No. 2	731
New Port No. 3	731
Newton	6277
New York	330
New York No. 3	4850
Ney	731
Niagara	700
Ninety Nine	4742
Nora	4898
Norma	4177
Northern Light	4211
Northland	599
North Pole	600
North Star	444
North Star	4720
Notch	3437
O'Brian	50
Occident	121
Odin Mine	5322
Oldham	4970
Olive Branch	226-A
Omega, also part in Wasatch County	510
Ontario	37-A
Ophelia	436

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<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Oregon	348
Orient	120
Orlando	587
Oro	588
Ossian	99
Othello	433
Ottowa	243
Ottumwa	716
Outlet	3075
Overall	378
Overshirt	564
Paloma No. 1	6860
Paloma No. 2	6860
Paloma No. 3	6860
Paloma No. 4	6860
Paloma No. 5	6860
Paloma No. 6	6860
Panama	6688
Pannaeka	718
Park City Consolidated	97
Park View No. 2	3058
Parker	725
Parleys Park	45
Parrot	502
Pat Casey	249
Pauper	2971
Pavia	731
Pay Day	3520
Pearl	723
Peary-Cook	6280
Pelican	492
Phoebe	7006
Phyllis	7006
Pikes Peak	721
Pinafore	505

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Pinyon & Pinyon Extension	42
Pioneer, also part in Wasatch County	44
Pioneer Extension No. 3	3306
Pique No. 2	4741
Pique No. 3	4742
Pirate King	580
Plevna	359
Plutus	267
Polygon	23
Pontiac	581
Poor Man	671
Potomac	430
Potosi, also part in Wasatch County	3304
Potosie	491
Prospect	490
Protection	3074
Puritan City	471
Putnam	147
Queen	3438
Queen of the Hills	282
Queen of the Hills	4970
Quincy	203
Quinn	501
Racine	234
R.C.C.	4106
Rebecca	119
Rebellion	193
Red Cloud	528
Red Pine	228
Red Warrior	358
Reliance	6906
Remnant	338
Remnant	6182

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Reward	344
Richmond	731
Riel	391
R. K. D.	287
Roamer	337
Roaring Lion	183
Rochester, also part in Wasatch County	508
Romany	336
Rory of the Hill	519
Roscamp	286
Rose Bud, also part in Wasatch County	156
Rose Bud	406
Rosebud No. 2	400
Rosina	63
Ruins of Pompeii	353
Rupert	487
Russian	415
Russian Bear	309
Salient	6659
Samoa	635
Sample	331
Sampson	88
Sampson No. 2	89
Samuel	178
Sandy	154
Sandy Hook	201
San Francisco	6158
San Pedro	6029
Santiago	721
Saratoga	149
Saw Mill	83

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NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Scott	397
Scrap	320-A
Scrap Mill Site	320-B
Sea Foam	407
Second	6155
Seldom Seen No. 1	5591
Seldom Seen No. 2	5591
Seldom Seen No. 3	5591
Seldom Seen No. 4	5591
Seldom Seen No. 5	5591
Seldom Seen No. 6	5591
Seldom Seen No. 7	5591
Seldom Seen No. 8	5591
Seldom Seen No. 9	5591
Seldom Seen No. 10	5591
Senate	235
Separator	6903
Shamus O' Brian	195
Sheridan	340
Sheridan	637
Short Line	343
Show Me	6157
Shurtleff	523
Side Winder	603
Silver Bell	4176
Silver Clift	244
Silver Dollar	566
Silver Hill No. 4	5840
Silver King No. 1	656
Silver King No. 2	657
Silver King No. 3	658
Silver King No. 4	659
Silver Treasure	66
Sitka	721

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Slapjack No. 1	5591
Slapjack No. 2	5591
Sleepy Rock	6486
Snow Slide	3305
Snyder	5629
Solace	350
Solid Muldoon	131
Solo	6711
Sonora, also part in Wasatch County	509
Spring	604
Spring	445
Spring Claim No. 6	4850
Squair Deal	136
Square Deal	6048
Star	720
Star Gazer	111
Starlight	3069
Steamboat	567
Sterling	364
Stewart	392
St. Louis	108
St. Louis	370
Storm King	408
Stormont	437
Storey	362
Stuart	213
Summit	329
Sunlight	3070
Sunnyside Mining Claim	5931
Sunset	705
Sun Set No. 3	707
Superior	87
Svengali	3439
Swisserland	46

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Taft Fractions	6046
Teddy Bears	5914
Thayne	163
Thiers	731
Three Ply	326
Tidal Wave	142
Tiko	5591
Tina	159
Tip Top	312
T. J. Pound	524
Toronto	148
Toulon	721
Trainer	333
Trestle	644
Trey	6030
Triangle	224
Triangle	488
Tribune	525
Trilby	3436
Trump	265-A
Tycoon	141
Tyndall	6280
Uintah	3040
Una	3056
Union Fraction	672
Union	78
U. P. No. 2	724
Union Tunnel Lode No. 2	122
United	92
Ural	732
U. S.	715
Utah Central	3205
Valpariaso	3048
Vermont	105
Vernal	731

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Vesuvius	726
Vicksburg	731
Victoria	432
Walker & Walker Extension	40
Wandover	6485
War Eagle	96
War Eagle No. 2	442
Warren Nos. 1, 2, 3, 4 & 5	6292
Warsaw	721
Wasatch	86
Washington Tunnel Mine	49
Waterloo	731
Webster	723
Wedge	673
West Ontario No. 1	453
West Ontario No. 2	454
West Ontario No. 3	455
West Ontario No. 4	456
Whipple Will	4970
White Bear	310
Whitford	57
White Hawk	4245
White Horse	5074
White Pine Gould & Silver, also part in Wasatch County	65
White Rock	5453
Whitney	6280
Wide West No. 2	153
Wide West No. 2	69-A
Wild Bob	184
Wilfley	6275
Wizard	590
Wizard No. 2	598
Wolverine	232
Woodbine	114

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Woodbine No. 2	3051
Woods	381
Yaup	264-A
Zack Chandler	190
Zebra	723
Zenda	3440
Zephyr	439

Marsac Millsite

being a part of Section 16,
 Township 2 South, Range 4
 East, Salt Lake Meridian,
 and more particularly
 described as follows:

Beginning at the Northwest Corner
 of Marsac Millsite and running
 thence South 23° 38' East 360.6 feet;
 thence North 66° 34' East 30 feet;
 thence South 23° 38' East 50 feet;
 thence South 66° 34' West 30 feet;
 thence South 23° 38' East 200 feet;
 thence North 66° 34' East 50 feet;
 thence South 23° 38' East 50 feet;
 thence South 66° 34' West 50 feet;
 thence South 23° 31' East 100 feet;
 thence North 66° 34' East 40 feet;
 thence South 23° 31' East 30 feet;
 thence South 66° 34' West 40 feet;
 thence South 23° 31' East 50 feet;
 thence North 66° 34' East 50 feet;
 thence South 23° 31' East 25 feet;
 thence South 66° 34' West 50 feet;
 thence South 23° 31' East 100 feet;

NAME OF MINING CLAIM OR MILLSITE	LOT OR SURVEY NUMBER
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thence North 66° 34' East 25 feet;
 thence South 23° 31' East 30 feet;
 thence South 66° 34' West 25 feet;
 thence South 23° 31' East 20 feet;
 thence North 66° 34' East 25 feet;
 thence South 23° 31' East 50 feet;
 thence South 66° 34' West 25 feet;
 thence South 23° 31' East 27.6 feet;
 thence North 66° 34' East 80 feet;
 thence South 42° 17' East 353.6 feet;
 thence South 19° 43' East 440 feet;
 thence South 5° 47' East 250 feet;
 thence North 66° 22' East 207.6 feet;
 thence North 23° 38' West 1106.7 feet;
 thence South 66° 34' West 199.8 feet;
 thence North 23° 31' West 157.3 feet;
 thence South 66° 34' West 30 feet;
 thence North 23° 31' West 200 feet;
 thence North 66° 34' East 229.1 feet;
 thence North 23° 38' West 446.6 feet;
 thence North 81° 17' West 355.1 feet
 to place of beginning and containing
 8.035 acres more or less.

Mayflower No. 7	607
Mayflower No. 5	616
Mayflower No. 4	615
Bird	(422) 432
Equinoctial	642
Francis	4859
Freja	3131
Luck	714
Mayflower No. 1	612
Mayflower No. 3	614
Mayflower No. 6	617

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Mt. Canis	534
Snap D & M Group	6487
Weymouth D & M Group	4846
Paloma No. 7	6860
Paloma No. 8	6860
Paloma No. 9	6860
Paloma No. 10	6860
Paloma No. 11	6860
Tallon	6344
Arrowhead	6900
Navy Fraction	036304
Nite	6780
Coste	7151
Herbert Lode	7031
Hoover Lode	7032
Anthony	4647
Cumberland No. 2	500
Nora	4898
Quinn	501
You Bot Your Boots No. 12	375
Austin (Sur. 6212)	473
American Bird	393
Minnie Haha (Not Patented)	411
Highbinder	604
Housatonic	535
Mary Ann	169
Mineral Spring	526
Revised	294
Almy	318
Annex	317
Commandry	355
Fredrick	539
Goodell Millsite	227-B
Kervin	58
May Flower	220-A

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<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY-NUMBER</u>
Sag	447
Maryland (Not Patented)	493
Ajo No. 6	6989
Ajo No. 7	6989
Ajo No. 8	6989
Ajo No. 14, part in Wasatch County, Blue Ledge	6989
Ajo No. 15, part in Wasatch County, Blue Ledge	6989
Ajo No. 21	6989
Ajo No. 22	6989
Ajo No. 23	6989
Beware	5073
Colorado	5073
Lookout	5073
White Horse	5074
Old Judge	246
Tigur	230
Keystone	388
Standard	305
Ocean Wave	387 (amd.)
Bruser	275
Consolidated	304
Progres	306
Block	6211
U. J. Wenner	274
Red Fox	212
Regulator	303
Meno No. 6	278
Silver Key	247
A. Garfield	261
Dr. W. F. Smith	225 (Amd.)
Pine Grove	5055
Fraction	5058
General Dodge (in part)	222
Needle (in part)	5056

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BIG COTTONWOOD MINING DISTRICT - SALT LAKE COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Advance	166
Alcesta	167
Aspoos	296
Aspoos Extension	157
Bullion	172
Corianton	5138
Gates	4204
Granit Mining Claim No. 1	4688
Granit Mining Claim No. 2	4688
Granit Mining Claim No. 3	4688
Granit Mining Claim No. 4	4688
Granit Mining Claim No. 5	4688
Granit No. 6	5124
Granit No. 7	5124
Granit No. 8	5124
Green	4204
Hale	4625
Janette	160
Jimmie Read	5144
Knox	4216
Lady of the Hill	161
Lee	4597
Lit Mining Claim	5387
Lost Maid	170
Lucky John	156
Majestic	4597
Marion	4204
Matella	169
Mayflower	173
McGhie	168
Midland	164
Miners Dream No. 2	158
Montreal, 1/4th interest only	181

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<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Pauper	171
Pioneer	165
Princess Ella, also part in Wasatch County	4686
Princess Ella No. 2, also part in Wasatch County	6273
Princess Ella No. 3, also part in Wasatch County	6274
Roosevelt No. 1	4919
Roosevelt No. 2	4919
Roosevelt No. 3	4919
Roosevelt No. 4	4919
Roosevelt No. 5	4919
Roosevelt No. 6	4919
Roosevelt No. 7	4919
Roosevelt Fraction	4937
Roosevelt Fraction No. 2	5124
Silver Cloud Mining Claim	5124
Silver Cloud No. 2	5123
St. Claire	4597
Sunlight	155
Wedge	159
Wendella	5144
West Extension of the Matella	4602
White Bear	163
White Bear Extension	162
Winona No. 1	5124
Winona No. 2	5124
Jonette	160
Montreal	181
Wedge, also part in Wasatch County - Snake Creek	159
Lucky John	156
Silver Cloud No. 2	5123

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BLUE LEDGE MINING DISTRICT - WASATCH COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Alladin	69
Allison	186
Argus	164
Bandana	160
Banister	93
Bird's Eye	6755
Birdseye No. 2	7022
Boulder	88
Boulder No. 3	90
Buckeye	6703
Buckeye No. 2	6703
Buckeye No. 3	6703
Bullseye No. 3	7005
Caledonia	146
Caledonia No. 2	163
Clara	39-A
Clara Millsite	39-B
Colorado	78
Curtis	189
Daniel O'Connell, also part in Summit County	92
Ebenezer	212
Ely No. 1 Amended	6707
Ely No. 2 Amended	6707
Ely No. 3 Amended	6707
Emma	38
Erie	64
Fairmount	105
Flora McDonald	140
Gazelle	6753
Gnats Eye	7009
Hampton	133

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NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Hawkeye	40	
Hawkeye No. 2	85	
Idabelle	52	
Ida Bell No. 2	89	
Indian Queen	48	
Iron Horse, also part in Summit County	110	
Island	7008	
I.X.L.	86	
James Thompson	3426	
James Thompson No. 2	3427	
Joe Walker	51	
Jones	46	
Jones Mine No. 2	63	
Kate Walker	50	
Lady of the Lake	42	
Lowell Mine & Co.	41	
McHenry	37	
McHenry No. 2	49	
May Fly	71	
Mohawk	62	
Montana	183	
Morton	156	
Murray	158	
Mail Driver	70	
Nevada	96	
North Dakota	185	
Obediah	2959	
Pioche No. 2, 3/4ths interest only	172	David Keith, Jr. 1/2
Pioche No. 3, 3/4ths interest only	173	"
Pioche No. 4, 3/4ths interest only	174	"
Pioche No. 7, 3/4ths interest only	175	"
Pioche No. 8, 3/4ths interest only	176	"
Pioche No. 9, 3/4ths interest only	177	"
Pioche No. 10, 3/4ths interest only	178	"

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NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Pioche No. 11, 3/4ths interest only	179	David Keith, Jr. 1/2
Pioche No. 12, 3/4ths interest only	180	"
Pioche No. 14, 3/4ths interest only	181	"
Pocotello	57	
Rattler	153	
Rattler No. 2	154	
Red Cloud	139	
Red Cloud No. 2	141	
Red Cloud No. 3	142	
Red Cloud No. 4	14	
Ruby	209	
Side Hill	145	
Silver Hill	47	
Silver King	162	
South Dakota	184	
South West Bonanza	94	
Teddy No. 1	6058	
Teddy No. 2	6058	
Thurman	155	
Utah	68	
Utah Terra	159	
Walker	58	
Washington	182	
White Pine Gould & Silver	65	
Wilson & Barrett	53	
Worlds Wonder	119	
Poton	3304	
Nondescript	157	
Ophir (Not Patented)	5120	
Oregon	3775	
Ozark No. 2	5262	
Reliance	5262	
Troy	5262	
Tryangle (Not Patented)	5119	

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
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Bay Horse No. 2	546
Columbus	6049
Connelly (1/16th interest only)	208
Gresham	110
Horse Shoe	547
Jesse	545
Michael Davitt	511
Minni Sink	512
Ogden	148
Lillie of the West (Not Patented)	51
Mary Ellen	79
Ajo No. 14, also part in Summit	
County - Uintah	6989
Ajo No. 15, also part in Summit	
County - Uintah	6989

SNAKE CREEK MINING DISTRICT - WASATCH COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Addie, also part in Summit	
County	158
Alger	111
Arthur	65
Autumnal	89 Amd.
Ax, also part in Summit County	6902
Black Jack	4745
Boulder	140
Bunker	156
Bunker Lode No. 2	152
Catch All	124
Cold Spring	132
Contact	70
Crete	3301
Daylight	136
Dick	3282
Enterprise	115
Evangeline, also part in Summit	
County	507
Flat Iron	5035
Focus	88
Forest	90
Frank and Roy, also part in	
Summit County	63
Grand Deposit	77
Grace	143
Great Western	138
Hard Tack	131
Harrison	144
Harry	3281
Henrietta	64
Hoover	6984
Horn Silver	5398

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Iron Clad	83
Iron Clad No. 2	82
J. I. C.	155
J. I. C. No. 2 Extension	153
Jim Blaine	74
Judge	86
Kalamazoo	61
Kilkenny Mining Claim	4616
Kilkenny No. 2	4918
King Solomon	141
Knickerbocker	116
Lake	139
Little Ned	85
Lode Line, also part in Summit County	3303
London	135
Lone Tree	120
Lost Lode	3308
Lucky Jim	403
Mabel	67
Mananactor	130
Mary Ellen	84
Marvle	3299
McKinley	112
Midget Fraction	56
Minnesota	48
Minnesota Extension	76
Mocking Bird	4666
Monroe	3298
Monta & Neddle	42
Mountain Green	157
Mountain Top	170
Mount Vernon No. 1	47
Mount Vernon No. 2	46

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Nile	3301
Nip & Tuck	114
Occident	69
Occidental	117
Old Arm Chair	113
Oldham	119
Oldham	126
Omega, part in Summit County	510
Oregon	133
Orient	68
Oriental	3301
Pioneer	44
Plumed Knight	147
Plutonic	94
Point Junction	125
Potosi, also part in Summit County	3304
Princess Ella, also part in Salt Lake County	4686
Princess Ella No. 2, also part in Salt Lake County	6273
Princess Ella No. 3, also part in Salt Lake County	6274
Quinn No. 2	87
Red Oxyd	122
Rochester	73
Rochester, also part in Summit County	508
Rose Bud	156
Silver Bar	137
Silver Bond	123
Silver Rink	91
Sonora, also part in Summit County	509

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<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
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State of Main	81
Steuben	62
Sultan	3301
Sultana	3301
Sunday	154
Tom	3280
War Eagle	96
Warm Spring	134
Whippurwill	4666
Wide West No. 1	145
Wide West No. 2	146
Winter Green	157
Woodpecker	118
Euclid (Not Patented)	78
Wedge, also part in Salt Lake County - Big Cottonwood	159
Black Jack	4745

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UNPATENTED LODGE MINING CLAIMS

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in the Uintah Mining District, Summit County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF SUMMIT COUNTY,
UTAH AT

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
JO No. 11	9	4
JO No. 12	9	4
JO No. 13	9	3
JO No. 27	9	3
Artabon		
J		
JIC #2		
Rockne		
United Park Fraction No. 2		
United Park Fraction No. 3		
United Park Fraction No. 7		
Captain H.	5	497
JO Nos. 6-15, Both Incls.		
JO. Nos. 20-27 Incls.		
Moose No. 7	5	12
Moose No. 8	5	111
Sun.	3	498
Tate	5	9
Tate No. 2	5	110
AJO. No. 9	5	234
AJO. No. 10, part in Wasatch County	5	235
AJO. No. 13, part in Wasatch County	5	236
AJO. No. 24, part in Wasatch County	5	238

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All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in the Big Cottonwood Mining District, Salt Lake County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF SALT LAKE
COUNTY, UTAH AT

NAME OF CLAIM

BOOK

PAGE

Brite

Lit No. 2

Lulu

W

960

159

460

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in Blue Ledge Mining District, Wasatch County, State of Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF WASATCH COUNTY,
UTAH AT

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Island No. 2	8	276
AJO. No. 10, part in Summit County	5	235
AJO. No. 11	5	235
AJO. No. 12	5	235
AJO. No. 13, part in Summit County -	5	236
AJO. No. 24, part in Summit County	5	238
AJO. Nos. 25-27 Incls.	5	239
Bob	8	523
Bob No. 1	8	523
Bond	8	365
Drum No. 1	8	284
Drum No. 2	8	284
Drum No. 3	8	285
Drum No. 4	8	285
Drum No. 5	8	285
Eve	8	553
Wave	8	364
Ape	8	264
Artic		
Delta	9	82
United Park Fraction No. 1	65	267
United Park Fraction No. 4	5	266
United Park Fraction No. 5	5	265
United Park Fraction No. 6	65	264
United Park Fraction No. 8	65	263
United Park Fraction No. 9	65	262

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FEE LANDS

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Uintah Mining District, Summit County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

North 1/2 and the Southwest quarter (SW $\frac{1}{4}$) of Section 1, T. 2 S., R. 4 E., SLM.

That part of the West Half (W $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$); North Half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$); and that part of the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 2, T. 2 S., R. 4 E., SLM.

All of the Southeast quarter (SE $\frac{1}{4}$) of Section 8, T. 2 S., R. 4 E., S.L.B.&M., except 5.0 acres occupied by the Glenwood Cemetery beginning at the Southeast corner of Section C and running West 435.6 feet; thence North 500.0 feet; thence East 435.6 feet; thence South 500.0 feet to the place of beginning.

The Southwest quarter (SW $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM.

North Half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM. Less 4 acres deeded to U.P.R.R. Co.

Beginning at the Northwest corner of the Northeast quarter (NE $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM, and running thence due South

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along the West boundary line of the Northeast quarter ($NE\frac{1}{4}$) of said Section 9, 169.5 feet to the Northwest corner of said tract; thence East 1895 feet to the Northwest boundary line of the Broadwater Mills Co. property; thence South 1150.5 feet to the South boundary line of the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 9; thence West 1895 feet to the West boundary line of the Northeast quarter ($NE\frac{1}{4}$) of said Section 9; thence North along said line 1150.5 feet to the Northwest corner of said tract; thence North 169.5 feet to the place of beginning. Contains approximately 50.05 acres.

West Half ($W\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) and Lots 7 and 12 of Section 15, T. 2 S., R. 4 E., SLM.

Lots 1, 2, 3, 4, 12 and 27 of Section 22, T. 2 S., R. 4 E., SLM.

A strip 100 feet wide in Northwest quarter ($NW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section 22, T. 2 S., R. 4 E., SLM.

Beginning at a point North 231.33 feet from the Southeast corner of the Southwest quarter ($SW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section 16, T. 2 S., R. 4 E., SLM; thence South $65^{\circ} 49'$ West 56.38 feet; thence South $24^{\circ} 11'$ East 28.28 feet; thence North $72^{\circ} 39'$ West 143 feet; thence North 69° East 109.1 feet to Post 2 of the Kidder Tract; thence North 165 feet to Post 3 of the Kidder Tract; thence North $34^{\circ} 35'$ West 376 feet to the Southerly corner

of the Utah Coal and Supply Company Tract; thence North $58^{\circ} 02'$ East 67.3 feet; thence North $31^{\circ} 58'$ West 682.4 feet; thence South $58^{\circ} 02'$ West 275 feet to the East boundary of the 100 foot right of way of the Echo and Park City Branch line of the Union Pacific Railroad; thence Northwesterly along said East boundary of said right of way to its intersection with the North boundary of said Section 16; thence along said North boundary East 1582.8 feet, more or less, to the Northeast corner of the Northwest quarter ($NW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of said Section 16; thence South 2408.67 feet to a point of beginning, containing approximately 45.5 acres; also beginning at a point North 50 feet from the Southeast corner of the Southwest quarter ($SW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section 16, T. 2 S., R. 4 E., SLM; thence North 43.97 feet; thence North $66^{\circ} 11'$ West 142.63 feet; thence South $31^{\circ} 58'$ East 119.75 feet; thence East 67.1 feet to beginning, containing approximately 0.144 acres.

Lots 1, 8 and 9 of Section 17, T. 2 S., R. 4 E., SLM. Also the Northwest quarter ($NW\frac{1}{4}$), Northwest quarter ($NW\frac{1}{4}$) Section 16, T. 2 S., R. 4 E., SLM.

That ground in the Southwest quarter ($SW\frac{1}{4}$) of the Southwest quarter ($SW\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., deeded to United Park City Mines Company by Wm. P. Hanley and Robert M. Hanley December 12, 1961 (corrected description October 31, 1968) and described under the adjusted description as: Starting at a point approximately 227 feet North and along the section line

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from the Southwest quarter (SW $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., thence North 80° East 650 feet; thence North 75° East 382 feet; thence South 26° East 488.14 feet; thence West along the section line 1223.10 feet to the Southwest corner of Section 9; thence due North 227 feet to the point of beginning. Also, a second parcel of land starting at a point approximately 273 feet North of and along the section line from the Southwest corner of Section 9, T. 2 S., R. 4 E., thence North along the section line 322 feet; thence North 68° East 524 feet; thence East 349.79 feet; thence South 26° East 343 feet; thence South 76° West 369 feet and thence South 76° West 639.45 feet to the point of origin.

Mineral Rights - Clark Ranch - Section 2, T. 2 S., R. 4 E., SLM. Southeast quarter (SE $\frac{1}{4}$) of Southwest quarter (SW $\frac{1}{4}$) and South Half (S $\frac{1}{2}$) of Southeast quarter (SE $\frac{1}{4}$); Section 11, T. 2 S., R. 4 E., North Half (N $\frac{1}{2}$) of Northeast quarter (NE $\frac{1}{4}$), SLM. Section 12, T. 2 S., R. 4 E., SLM, East Half (E $\frac{1}{2}$) of Northwest quarter (NW $\frac{1}{4}$) and Southwest quarter (SW $\frac{1}{4}$) of Northwest quarter (NW $\frac{1}{4}$) and the Northwest quarter (NW $\frac{1}{4}$) of Southwest quarter (SW $\frac{1}{4}$).

Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$), Section 12, T. 2 S., R. 4 E., SLM.

Isolated Tracts in T. 2 S., R. 4 E., SLM; Section 18, Lots 23, 24 and 25; Section 19, Lots 22 and 23; Section 22, Lot 28; Section 28, Lots 10 and 11; Section 29, Lot 10.

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Blue Ledge Mining District, Wasatch County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

The Southeast quarter (SE $\frac{1}{4}$) of Section 24, T. 2 S., R. 4 E., SLM, except a piece beginning 437.8 feet North of the Southwest corner of the Southeast quarter (SE $\frac{1}{4}$) of said section; thence North 63° 30' East 721.1 feet; thence North 10° 11' West 1667.1 feet; thence South 63° 30' West 391.9 feet; thence South 1787.6 feet.

All of Lots 1, 5 and 6 in Section 24, T. 2 S., R. 4 E., except that portion of Lot 6 described as follows: Beginning at a point 450 feet North of the Southeast (SE) corner of the Northeast quarter (NE $\frac{1}{4}$) of Section 24, T. 2 S., R. 4 E., SLM, and running North 330 feet along the section line; thence West 330 feet; thence South 330 feet; thence East 330 feet to the point of beginning, being a part of Lot 6 in the Northeast quarter (NE $\frac{1}{4}$) of Section 24.

Lot No. 7, Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$); South Half (S $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 7, T. 3 S., R. 4 E., SLM.

Isolated Tracts in T. 2 S., R. 4 E., SLM: Lot 12, Section 23; Lot 22, Section 27.

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Snake Creek Mining District, Wasatch County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

All of the Northeast quarter (NE $\frac{1}{4}$) of Section 18, T. 3 S., R. 4 E., SLM, excepting beginning at a point 478.6 feet North of the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of Section 17, in Township 3 South of Range 4 East of Salt Lake Meridian; and running thence West 82.0 feet; thence North 340.0 feet; thence East 82.0 feet; thence South 340.0 feet to the place of beginning. Snake Creek Tunnel Area.

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Snake Creek Mining District, Wasatch County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

All of the Northeast quarter (NE $\frac{1}{4}$) of Section 18, T. 3 S., R. 4 E., SLM, excepting beginning at a point 478.6 feet North of the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of Section 17, in Township 3 South of Range 4 East of Salt Lake Meridian; and running thence West 82.0 feet; thence North 340.0 feet; thence East 82.0 feet; thence South 340.0 feet to the place of beginning. Snake Creek Tunnel Area.

SURFACE MINING INSTALLATIONS

All of the right, title and interest of UPC in and to the surface of the following described patented lode mining claims, portions of patented lode mining claims and other real property situated in the Uintah Mining District, Summit County, Utah, together with all of the structures, improvements and facilities presently situated thereon:

JUDGE PORTAL (ANCHOR TUNNEL) MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Ape Easterly 750 ft.	421	3.44
Bird Easterly 475 ft.	422	2.18
Freja (All)	3131	2.85
Housatonic (All)	535	4.34
M.C. Easterly 719.3 ft.	363	3.302
Mont Canis (All)	534	1.237
O'Brian Northerly 800 ft.	50	1.391
Prinz Oscar of Sweden (All Surface Lease)	76	3.69
Silver Treasure Westerly 1102.2 ft.	66	<u>3.104</u>
	TOTAL	25.734

THAYNES SHAFT MINING RESERVATION
SUMMIT COUNTY
(SKI RUNS ON THIS GROUND)

Beginning at a point which is North 79°34'20.49" East
2,859.08 feet from the section corner common to the
Southwest corner of Section 19 and the Northwest
corner of Section 30, Township 2 South, Range 4 East,
Salt Lake Meridian;
thence North 03°37' West 391.242 feet;
thence North 84°58'40" East 178.592 feet;
thence North 00°05' West 400.00 feet;
thence North 00°46'34" East 99.60 feet;
thence North 26°08' East 662.60 feet;
thence South 89°01' East 430.00 feet;
thence North 26°08' East 80.00 feet;
thence North 85°49' East 695.00 feet;
thence South 26°15'29" West 1,503.79 feet;
thence South 05°30'1.75" East 949.015 feet;
thence South 50°07'47" West 1,260.00 feet;
thence North 39°00' West 522.33 feet;
thence South 50°00' West 1,050.51 feet;
thence North 39°30' West 659.89 feet;
thence North 50°07'47" East 1,941.90 feet
to the point of beginning.

JUDGE SHAFT MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Abby Westerly 945.1 ft.	165	4.334
Great Basin Easterly 505.6 ft.	395	2.252
Great Basin No. 2 Westerly 237 ft.	396	0.868
Jubilee Southerly 103.1 ft.	4137	0.334
Lady Morgan Westerly 250 ft.	164	0.593
Little Edith (All)	410	1.81
Little Helen Westerly 743.9 ft.	409	0.580
Marshall Easterly 1054.6 ft.	398	4.836
Marshall No. 2 Easterly 761.5 ft.	399	1.249
Mary Ann (All)	169	3.00
Tina Easterly 1007.4 ft.	159	3.361
Scott Westerly 370.3 ft.	397	<u>1.70</u>
	TOTAL	24.917

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ONTARIO NO. 3 SHAFT MINING RESERVATION
SUMMIT COUNTY

Beginning at a point identified as the southwest corner of section 22,
T2S, R4E, SLM;

Thence:

N 00°-37'-8"E	981.877'	
S 89°-54'-00"W	625.992'	To an Intersection on East Sideline of Epperson 54
S 44°-00'-00"W	604.831'	Corner 1 of Epperson 54
N 46°-00'-00"W	200.00'	Corner 2 of Epperson 54
N 43°-59'-58"E	30.815'	An Intersection on South Sideline of Lizzie 4864
N 81°-37'-00"W	277.613'	On South Sideline of Lizzie 4864
N 61°-20'-1"W	68.644'	On North Sideline of Fountain 302-A
S 89°-30'-00"W	410.35'	On South Sideline of Centennial Ledge 85
N 61°-20'-00"W	26.10'	Corner 2 of Fountain Lode 302
S 30°-40'-00"W	200.14'	Corner 2 of Know You Dont 354
S 61°-19'-51"E	4.675'	Along West Sideline of Know You Dont 354
S 30°-54'-00"W	164.627'	to Corner 1 of Know You Dont 354
		To West Sideline of Bryan Lode 4107
		Along West Sideline of Bryan Lode 4107
		to an Intersection with North Sideline of Quinn 62
S 79°-59'-59"E	439.058'	Corner 4 of Quinn 62
S 10°-00'-00"W	200.00'	Corner 3 of Quinn 62
N 80°-00'-1"W	114.080'	Along South Sideline of Quinn 62 to Inter-
S 85°-06'-00"W	561.616'	sect North Sideline of Chapter 335-A
S 36°-00'-00"E	1,631.88'	Corner 4 of Chapter 335-A
N 88°-39'-00"E	51.674'	
S 60°-44'-48"E	227.278'	Along North Side of Newly Constructed Highway to Brighton
S 63°-08'-00"E	205.30'	Along North Side of Newly Constructed Highway to Brighton
S 71°-41'-15"E	149.425'	Along North Side of Newly Constructed Highway to Brighton
S 63°-40'-57"E	103.00'	Along North Side of Newly Constructed Highway to Brighton
S 72°-06'-10"E	88.884'	Along North Side of Newly Constructed Highway to Brighton
S 46°-38'-38"E	206.482'	Along North Side of Newly Constructed Highway to Brighton
S 40°-01'-53"E	187.27'	Along North Side of Newly Constructed Highway to Brighton
S 88°-01'-42"E	88.021'	Along North Side of Newly Constructed Highway to Brighton
N 53°-36'-2"E	127.111'	Along North Side of Newly Constructed Highway to Brighton

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N 88°-49'-9"E	180,548'	Along North Side of Newly Constructed Highway to Brighton
S 72°-45'-8"E	272,237'	Along North Side of Newly Constructed Highway to Brighton
N 68°-01'-1"E	79,518'	Along North Side of Newly Constructed Highway to Brighton
N 04°-46'-45"W	30,391'	Along North Side of Newly Constructed Highway to Brighton
N 49°-14'-45"W	172,656'	Along North Side of Newly Constructed Highway to Brighton
N 58°-38'-00"W	199,027'	Along North Side of Newly Constructed Highway to Brighton
Due North	1,483,885'	To Point of Beginning

TOTAL ACREAGE IN TRACT

98,1447 ACRES

ONTARIO NO. 6 MINING RESERVATION

Beginning at a point which is North 66°27'07" East
 1,768.88 feet from the Southwest corner of Section
 22, Township 2 South, Range 4 East, Salt Lake Meridian;
 thence West 600 feet;
 thence South 350 feet;
 thence East 600 feet;
 thence North 350 feet to the point of beginning.

DALY WEST MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Abby Easterly 363.8 ft.	405	0.939
Alice Ryan Westerly 450 ft.	202	2.066
American Bird (All)	393	3.451
Bonny Ida Westerly 610.5 ft.	152	0.701
Euphrates Easterly 350 ft.	377	0.671
Grizzley Easterly 842.55 ft.	365	0.967
Highbinder (All)	604	0.432
Lizarena Easterly 365.6 ft.	369	1.42
Revised (Amd.) (All)	294	1.926
Sandy Hook Westerly 530 ft.	201	2.433
You Bet Your Boots No. 12 (All)	375	<u>4.82</u>
	TOTAL	19.826

SILVER KING SHAFT MINING RESERVATION
(TENTATIVE)
SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>APPROX. ACRES</u>
Una	3056 All	10.3
San Joaquin	257 All	6.7
Jeremiah	313 All	4.6
Tenderfoot	225 All	6.8
Woodside Extension	254 All	6.8
Jennie Lind	708 All	7.4
Pay Day	3520 All	0.5
Samoa	635 All	0.5
North Pole	600 All	6.7
Engineer	3441 All	6.25
Mayflower No. 7	607 All	6.1
Mayflower No. 5	616 All	4.6
Northland	599 Northerly 1185.3'	3.5
Silver King No. 1	656 Easterly 520'	0.85
Silver King No. 2	657 Easterly 500'	0.5
Silver King No. 3	658 Easterly 520'	2.4
Francis	4859 All	0.1
Wedge - S 1/2	673 All	<u>0.4</u>
TOTAL APPROXIMATE ACRES		73.9

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SILVER KING CONSOLIDATED
(SPIRO) TUNNEL MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located 2,037.59'N 89°-25'-00"W of
the northwest corner of the southwest quarter of section
9, T2S, R4E, SLM;

Thence:

S 23°-59'-59"W	168.891'
S 12°-45'-27"W	54.342'
S 02°-38'-33"W	65.069'
S 23°-11'-55"E	38.079'
S 40°-54'-52"E	31.989'
Due East	758.713'
S 00°-30'W	758.661'
Due West	320.70'
Due North	100.178'
N 89°-45'W	992.174'
N 00°-52'-41"E	991.744'
S 89°-25'-00"E	593.34'

To Point of Beginning

TOTAL ACREAGE IN TRACT

24.6631 ACRES

SILVER KING LOWER TERMINAL MINING RESERVATION

SUMMIT COUNTY

Beginning north 28°-50'W, 79.5 feet from the southwest corner
of block 53 S. A.;

Thence:

28°-50'W	236.0'	
N 63°-42'E	171.1'	
S 35°-58'E	4.8'	
S 38°-27'E	200.5'	
S 64°-11'W	17.0'	
S 28°-50'E	30.0'	
S 61°-10'W	133.9'	To Point of Beginning

Also, a strip of land 30 feet wide front and rear extending easterly
from Park Ave. (R.O.W.)

TOTAL ACREAGE IN TRACT

.79 ACRES

ONTARIO MILLSITE MINING RESERVATION

SUMMIT COUNTY

Beginning at the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South $89^{\circ}57'$ West 330.00 feet;
thence South $14^{\circ}02'$ West 535.40 feet;
thence East 447.023 feet;
thence North $01^{\circ}24'41''$ East 519.867 feet
to the point of beginning.

MARSAC HILLSITE MINING RESERVATION
(PARK CITY - INSIDE)
SUMMIT COUNTY

Beginning at the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 89°57' West 198.60 feet;
thence North 15°03' West 264.60 feet;
thence North 15°03' West 285.40 feet;
thence North 05°47' West 250.00 feet;
thence North 19°43' West 440.00 feet;
thence North 42°17' West 353.00 feet;
thence North 66°34' East 220.00 feet;
thence South 23°29'51" East 1,388.10 feet;
thence South 00°30' West 290.00 feet
to the point of beginning.

ADDENDUM TO THAYNES SHAFT AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located S 89°-45'E and 2,200.00 feet from
the section corner common to sections 19 and 30, T2S, R4E, S1E1/2;

Thence:

S 50°-45'W	1,134.46'
S 39°-30'E	659.889'
N 50°-00'E	1,050.51'
S 39°-00'E	522.33'
N 49°-30'E	1,280.62'
N 41°-00'W	160.025'
S 77°-30'W	259.909'
S 86°-00'W	539.842'
N 2°-30'W	400.169'
S 87°-30'W	99.9718'
N 4°-00'W	210.087'
S 50°-45'W	799.616'

To Point of Beginning

TOTAL ACREAGE IN TRACT

39.4797 ACRES

KEYSTONE TUNNEL AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located S 55°-15'W and 3,485.00 feet from
the corner common to section 19, 20, 30 and 29, T2S, R4E, S1E;

Thence:

N 55°-00'W	800.00'	
S 35°-00'W	500.00'	
S 55°-00'E	800.00'	
N 35°-00'E	500.00'	To Point of Beginning

TOTAL ACREAGE IN TRACT

9.183 ACRES

JUPITER TUNNEL AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point N 72°-00'E and 1,810 feet from the corner
common to sections 30 and 31, T2S, R4E, S1E4;

Thence:

N 42°-30'E	799.957'
N 33°-00'W	740.142'
S 70°-00'W	430.063'
S 15°-00'W	502.975'
S 34°-30'E	700.863'

To Point of Beginning

TOTAL ACREAGE IN TRACT

15.04 ACRES

WEST OF TRAMWAY UNLOADING TERMINAL
MINING RESERVATION
SUMMIT COUNTY

Beginning at a point approximately 533.90 feet and S 89°-15'W of
the southeast corner of the southwest quarter of the northeast
quarter of section 16, T2S, R4E, S1E4;

Thence:

N 31°-48'W	181.098'	
N 55°-53'E	118.845'	
S 28°-50'E	195.483'	
S 60°-30'-01"W	99.785'	
S 89°-15'-01"W	603.684'	To Point of Beginning

TOTAL ACREAGE IN TRACT .497 ACRES

All of the right, title and interest of UPC in and to the surface of the following described patented lode mining claims, portions of patented lode mining claims and other real property situated in the Blue Ledge Mining District, Wasatch County, Utah, together with all of the structures, improvements and facilities presently situated thereon:

**KETLEY MINING RESERVATION
WASATCH COUNTY**

Beginning at a point located 2,777.54' and N 00°-01'-15.65"W of the southwest corner of the southeast quarter of section 24, T2S, R4E, S1M;

Thence:

Due East	765.00'	To corr-- 1 of Allison 186
Due South	185.00'	
Due East	510.00'	
N 46°-25'-00"E	134.27'	
N 59°-50'-00"E	213.77'	
N 33°-20'-00"E	154.26'	
N 21°-35'-00"E	179.28'	
N 68°-40'-00"E	74.57'	
N 52°-45'-00"E	64.64'	
N 27°-30'-00"E	129.43'	
N 15°-55'-40"E	135.84'	
Due East	700.00'	
N 00°-08'-56"W	157.03'	
Due West	315.361'	
Due North	720.00'	
Due West	1,000.00'	
Due South	360.00'	
Due West	498.91'	
N 87°-30'-00"W	1,500.00'	Corner 2 of Morton 156
N 72°-30'-00"W	756.475'	Corner 2 of Thurman 155
S 09°-45'-00"E	1,325.45'	
S 83°-56'-00"E	1,191.17'	To Point of Beginning

TOTAL ACREAGE IN TRACT 99.6777

Less:

Railroad Right of Way	4.1320
Mountain Fuel Supply	
Easement	<u>0.2410</u>

TOTAL NET ACRES 95.3047

BOOKM 245 PAGE146

After Recording, Return To:
 Stephen J. Hull, Esq.
 Rooker, Larsen, Kimball & Parr
 185 South State Street, Suite 1300
 Salt Lake City, Utah 84111

Entry No.	230968
REQUEST OF	<i>Snyderville Basin</i>
FEE	ALAN SPRIGGS, SUMMIT CO. RECORDER
<i>N. C.</i>	By <i>Susan L. Linder</i>
RECORDED	2-25-85 at 9:20 M

GRANT OF EASEMENT

United Park City Mines Company, a Delaware corporation qualified to do business in the State of Utah, with its principal office at 309 Kearns Building, Salt Lake City, Utah, Grantor, hereby conveys to Snyderville Basin Sewer Improvement District, Summit County, Utah, Grantee, its successors and assigns, for good and valuable consideration, a nonexclusive easement in, under and across real property owned by Grantor in Summit County, Utah and more particularly described in Exhibit "A" and "B" attached to this Grant of Easement.

Said easement shall include the right to construct, operate, replace, repair and maintain sewers and pipes, including all necessary fixtures, under or across said easement and a right of access thereto across Grantor's adjacent property along any reasonable route designated by Grantor.

This Grant includes the right of the Grantee, its officers, agents and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement any tree, brush, structure or obstruction of any kind of character whatsoever which may endanger the safety of or interfere with the operation and maintenance of Grantee's facilities.

Grantee covenants, for itself and its successors and assigns, that it will relocate such sewers and pipes and necessary fixtures, at its sole expense, to an equivalent easement granted by Grantor in the event that it becomes, by law, necessary for Grantor to excavate or otherwise remove the land included within the easement described in Exhibits "A" and "B".

The officers who sign this Grant of Easement hereby certify that this Grant of Easement and the transfer represented thereby was duly authorized.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly

authorized officers this 26th day of December, 1984.

Attest:

UNITED PARK CITY MINES COMPANY

[Signature]
Assistant Secretary

By [Signature]
E. L. Osika, Jr.,
Vice President and
Secretary-Treasurer

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the ____ day of December, 1984, personally appeared before me E. L. Osika, Jr., who being by me duly sworn did say that he is the Vice President and Secretary-Treasurer of United Park City Mines Company, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said E. L. Osika, Jr. duly acknowledged to me that said corporation executed the same.

My Commission Expires

September 17, 1985

[Signature]
Notary Public

Residing at: Salt Lake City, UT

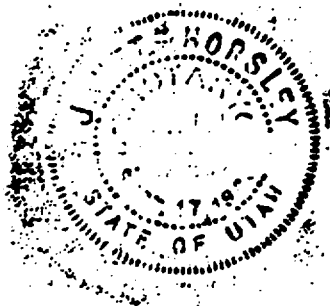


EXHIBIT "A"

SANITARY SEWER LINE EASEMENT

A 20.00 foot wide Sanitary Sewer Easement, lying 10.00 feet on either side of the following described centerline:

Beginning at a point on the North line of the Grantor's property, which point is also North $89^{\circ}-31'-53''$ West and 1,258.44 feet along the Section Line from the Northeast Corner of Section 2, Township 2 South, Range 4 East, S. L. B. & M., and running thence;

South $03^{\circ}-13'-28''$ West for 462.29 feet, to a reference point "A", thence;

South $24^{\circ}-20'-19''$ West for 494.99 feet, thence;

South $31^{\circ}-38'-56''$ West for 490.46 feet, thence;

South $34^{\circ}-00'-27''$ West for 500.00 feet, thence;

South $34^{\circ}-08'-09''$ West for 498.97 feet, thence;

South $38^{\circ}-01'-38''$ West for 495.10 Feet, thence;

South $35^{\circ}-33'-20''$ West 51.59 feet, more or less to a point on a South line of the Grantors property.

Also in Section 2, beginning at reference point "A" and running thence South $20^{\circ}-00'-00''$ East 30.00 feet, more or less, to the westerly line of the Union Pacific Railroad Right-of-Way.

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

A temporary, 100.00 foot wide easement for construction of a Sanitary Sewer Line, 50.00 feet on either side of a centerline, which line is positioned as follows:

Beginning at a point described as the point of beginning in EXHIBIT "A" and lying along a line parallel to and abutting the Westerly Union Pacific Railroad Right of Way to the end of the Grantor's property line.

Foregoing Construction Easement to become null and void 60 days after approval of construction and acceptance by the Snyderville Basin Sewer Improvement District of the sewers and pipes.

APPENDIX B
ENVIRONMENTAL PROTECTION AGENCY FILES

APPENDIX B

ENVIRONMENTAL PROTECTION AGENCY FILES

200001-2	Newspaper article on proposed rerouting of Highway 40
200003-7	October 6, 1986 Letter from Rosemary Beless, Attorney for United Park City Mines Company to Wayne Scholl, U.S. Army Corps of Engineers
200008-16	October 6, 1986 Letter from Rosemary Beless, Attorney for United Park City Mines Company to Wayne Scholl, U.S. Army Corps of Engineers
200017-18	HRS Narrative Summary
200019	December 9, 1987 Letter from Barry Stein, EPA to E.L. Osika, Jr., United Park City Mines Company
200020-26	November 23, 1987 104(e) Request for Information letter from Robert Duprey, EPA to E.L. Osika, United Park City Mines Company
200027	October 9, 1984 Letter from Marv Maxell, Utah Department of Health to E.L. Osika, United Park City Mines Company
200028-48	August 30, 1984 <u>Site Inspection Report Richardon's Flat Tailings</u>
200049-51	Statement of Basis Noranda Mining, Incorporated Ontario Project Summit County, Utah

The plaintiffs claim that the Williams and Bolts have attempted "to deprive the plaintiffs of their money, assets, talents and energy in

money at first. But Genesis is doing quite well," he said, saying the law suit is just the result of a "typical partnership squabble."

see GENESIS page A2

00200001

UPCM fights to move highway

by SENA TAYLOR
Record staff writer

Officials of United Park City Mines Company have hinted to the Utah Department of Transportation that they might take legal action against the department if it doesn't reconsider its plans for reconstructing the Park City connection of S.R. 248 with U.S. 40.

UDOT a year ago finalized its plans for the route as part of the Jordanella Dam bypass, after considering different routes and deciding to build the section of the Park City interchange near its present location. The department is now set to advertise for bids on the project in November.

But United Park, in an eleventh hour request, wants the road to be relocated to the south on its Richardson Flat land, where the mine company has development plans.

In a heated meeting Oct. 9, United Park charged that UDOT withheld information about the different routes and didn't allow enough public comment regarding where the road should go.

Attorney for United Park, Rosemary Beless, said that the mine company had been involved with the

project for three or four years and had been told "untrue things" about the northern and southern routes. "We were not given information until after the northern route was chosen, and we should have seen the alternatives," she said.

UPCM president David Bernolfe proposed to UDOT that neither route be constructed yet, but that a temporary road will be used until the process is reopened. "Build a permanent road [on either side of the interchange] to allow for public input," he suggested.

Beless presented a chronology of United Park's interaction in the process, noting that UDOT had advised them in January of 1985 that the route would be located on Richardson Flat. But in July of 1984, she said, United Park was informed the route had been relocated to the north, mainly because it would be \$4.5 million cheaper.

Bernolfe said that number was "bunk," and he believed if the Richardson Flat route were taken the department could save as much as \$1 million.

Beless said when United Park learned of UDOT's plan changes, they told UDOT of problems with the northern route.

The Bureau of Reclamation was also charged by United Park for withholding information. Beless said that if United Park been invited to joint meetings of the bureau, the Environmental Protection Agency, UDOT and the Army Corps of Engineers, the mine company could have informed them of the northern route's problems.

"We were not given final maps, and information given to us was vague and inadequate," said Beless, saying that United Park was informed that the route "had been moved slightly to the north and adjusted to eliminate potential impacts."

"We've spent a great deal of time and money stating the problems and asking for information, but we've never received enough detail. For some reason UDOT has kept the southern route a secret." She warned that in order for UDOT to avoid liability, the department should go through the entire process again gathering more information and public input.

UDOT preconstruction engineer

see MINES page A2

MINES from A1

Blaine Kay said he didn't agree with United Park's accusations: "I do take strong exception that the selection of the route was done in a deceptive manner or that we withheld information. I understand that the information was made available."

Similarly, Wes Hirschi with the Bureau of Reclamation responded that "there have been an awful lot of meetings. But we are quite confident that we have provided to [United Park] the information regarding the route, and the refinement of moving it to the north."

Further, Hirschi said his agency felt that United Park "didn't have a problem with the northern route, and felt confident that the issue of the northern route was not a particular issue. We were very confident that we had this matter settled and behind us, and assumed it was over and done with."

Kay also pointed out that in selecting the northern route, the future of the Phoston plant was taken into

consideration, even though the plant is not in operation now.

But Bernolfo told the commission he believed the interchange route was moved "for arbitrary reasons; not costs, not safety, not wetlands..." Further, he said the southern route through Richardson Flat would be 1.2 miles shorter than the northern route, and thereby should be cheaper to construct.

UDOT officials responded that by building a new road and not following an old route, which would still have to be maintained, the added mileage to the state's road system would ultimately drive costs up for the department.

Bernolfo said "Richardson Flat is 90 to 95 percent of United Park's non-ski-related properties," adding the company would like to develop some parcels there. He said there are 2,400 United Park shareholders, to which he has a responsibility. "We need parity—parity of access," he said, referring to competition with proposed developments such as Mayflower and the Silver Summit Industrial Park which have major interchanges planned near them.

Central Utah Project officials at the meeting said their only concern

was that the project get built.

Park City planner Nora Seltenrich offered her concerns, however, saying that if the road was along the southern route it would be more beneficial for several reasons: a straighter, shorter shot from U.S. 40 into Park City; better access to the proposed Silver Creek Industrial Park; a "stronger visual link;" and better spacing of intersections along the route.

"We would like the opportunity to further explore the routes and we would like you to strongly consider reopening the issue to public comment," Seltenrich said.

The UDOT commissioners heard all the parties out and adjourned their meeting without any action on the issue. However, they have agreed to visit the site Oct. 22, a day before their next commission meeting Oct. 23, to take another look at it.

UDOT will use Bureau of Reclamation monies to build the new section of road, which under present plans will run from the present intersection of S.R. 248 and U.S. 40 southward along the slopes of the mountains to the west of the proposed Jordanelle Dam and reservoir.

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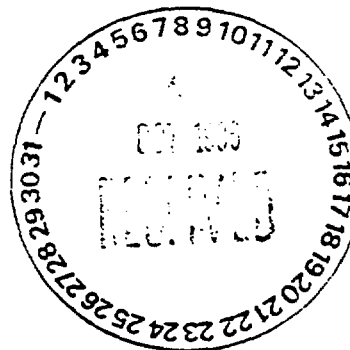
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October 6, 1986

Certified Mail
Return Receipt RequestedColonel Wayne J. Scholl, CE
District Engineer
Sacramento District Regulatory Office
U.S. Army Corps of Engineers
650 Capitol Mall
Sacramento, California 95815Re: SPKCO-O, Public Notice No. 9416
United Park City Mines Company's Comments Concerning
Bureau of Reclamation's Application for Section 404
Permit to Discharge Fill Material into the Provo
River, Drain Tunnel Creek, McHenry Creek and Adjacent
Wetlands

Dear Colonel Scholl:

United Park City Mines Company (hereinafter "United Park"), by and through its attorney Rosemary J. Beless, hereby submits its comments concerning the application of the Bureau of Reclamation (hereinafter "BOR") for a Department of the Army permit pursuant to Section 404 of the Clean Water Act to discharge fill material into the Provo River, Drain Tunnel Creek, McHenry Creek and adjacent wetlands. United Park's comments, which are more fully set forth below, address the following environmental issues:

1. BOR's proposed removal of alluvium from the reservoir basin will cause the leakage and incompetency of the reservoir and the inundation of the underground mines.

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2. The proposed removal of alluvium from the reservoir basin is not in the public interest.

3. Pursuant to NEPA the adverse environmental impacts of the removal of the alluvium must be addressed and alternative sources of fill must be analyzed.

I. BOR's Proposed Removal of Alluvium from the Reservoir Basin Will Cause the Leakage and Incompetency of the Reservoir and the Inundation of the Underground Mines.

United Park and its predecessor companies have a 114-year history of mining in the Park City area. During that period of mining experience, United Park has developed a wealth of information concerning the geology of the area. The enclosed map of the proposed Jordanelle Reservoir site, marked as Exhibit "B," depicts the general trends of fissures and faulting in the reservoir area, based upon the records of United Park. The map also shows the areas of ground collapse in the proposed reservoir, the presence of warm springs in an area selected for reservoir embankment, oil and gas seeps within the eastern arm of the reservoir basin, and the site of a 1957 drilling effort which produced oil, wax and gas.

Based upon United Park's knowledge of the faulting and fissuring in the area, the Company has stated previously and presently maintains that this site is not appropriate for the construction of a vast reservoir and dam. Leakage from the reservoir through the faults and fissures will cause the pre-existing mines adjacent to, and below the elevation of, the reservoir to be inundated with water and will prevent the future exploitation and production of the known mineral resources below the elevation of the reservoir. United Park's detailed information of the geologic hazards on the reservoir's dam site has been previously presented to BOR and will not be presented again in this forum, since this information does not specifically concern BOR's dredge and fill activity in the reservoir basin.

However, the studies completed by Uintex, a consulting firm contracted by BOR to study the competency of the reservoir site, are specifically applicable to BOR's application for the 404 permit in the reservoir basin. The Uintex Draft Report of June 23, 1982, identifies the alluvial material deposited in the reservoir basin as crucial in the prevention or deterrence of reservoir leakage:

There will be little or no leakage in inundated areas that are underlain with relatively thick deposits of alluvium having zero permeability. . . . Conversely, there may be appreciable leakage in areas underlain by Keetley Volcanics or

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coarse-grained younger alluvium. These relatively permeable formations overlies older formations of unknown permeability.

Leakage from the reservoir into the permeable parts of the bed may cease once all of the voids are filled if the deeper underlying formations are impermeable. Leakage may continue indefinitely if the underlying formations are permeable and if the leakage can migrate to discharge areas beyond the reservoir. Actually, the underlying formations are presently saturated and it is unlikely that there would be any significant quantities of leakage from the reservoir under the present hydrologic regimen. If, however, the hydrostatic pressures in the older formations beneath or adjacent to the reservoir were reduced below the level of the reservoir surface, then it would be possible for water to migrate to the older underlying formations.

Uintex Draft Report, June 23, 1982, p. 38.

The Uintex Final Report, dated July 1, 1984, confirms these findings and describes the alluvial materials in the reservoir basin as follows:

The Ross Creek Alluvial System is comprised of alluvial and colluvial materials derived from within the Ross Creek drainage basin. This system includes some areally extensive, relatively impervious layers. . . .

* * * *

Borehole logs show the alluvial system to consist of a stratified sequence of unconsolidated materials ranging in size from clay to gravel.

Uintex Final Report, pp. 9 and 10. In the Conclusions to the Uintex Final Report, the important function of the alluvium in preventing reservoir leakage is emphasized:

Ross Creek Alluvial System has an estimated permeability of under 80 feet per year. This blanket of alluvial deposit serves as an added barrier between the Reservoir and the Mining District, isolating any open fissures which might exist in the Mining District from the Reservoir District.

Uintex Final Report, Conclusion No. 2, p.31.

According to the illustration of the proposed Borrow Areas for Jordanelle Dam and Reservoir, attached as sheet 3 of 7 to Public

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Notice No. 9416 (and superimposed in the right hand corner of United Park's Exhibit "B" map), much of the alluvial material in the reservoir basin will be excavated from the reservoir basin and used as fill material for the dam. The removal of the alluvial material from the reservoir basin will also take away the protection, which Uintex has stated that this material provides, against reservoir leakage.

BOR's proposal to excavate the protective alluvium in order to provide fill material for the dam is in direct contradiction to the conclusion of the Uintex Final Report -- that the alluvium should be left in place as a protective barrier between the reservoir water and the open fissures into the underground mines. If the alluvium is removed, the reservoir water will easily penetrate the faults and fissures and inundate the mines.

II. The Proposed Removal of Alluvium From the Reservoir Basin Is Not in the Public Interest.

The inundation of the mines with the steady supply of water from the reservoir is an effect not in the best interests of private industry or the general public. This inundation of the mines would be impossible to physically or economically counteract. The valuable mineral resources, which have been mapped and are known to be available for exploitation, would be entirely lost. The owners of the mines, including United Park, would lose those valuable mineral reserves which a mining company withholds from production, much like money in the bank, until metals prices are at the most favorable level. The American people would lose a known reserve of precious and base metals, which cannot be replaced and is a non-renewable resource.

Likewise, the removal of the alluvium from the reservoir basin will have an adverse impact upon the reservoir since it will cause or increase the leakage and instability of the reservoir. Again, such an effect is not in the public interest.

III. Pursuant to NEPA, The Adverse Environmental Consequences of Alluvium Removal Must Be Addressed and Alternative Sources for Fill Must Be Analyzed.

In BOR's Environmental Statement and its supplements, the consequences of the removal of alluvium from the reservoir basin have not been addressed, nor has BOR analyzed any alternative means of acquiring fill material for the dam.

Pursuant to Section 102 of the National Environmental Policy Act ("NEPA") and 40 C.F.R. § 230.10 (4) (1985), this

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environmental issue must be addressed in NEPA documents and detailed alternatives must be proposed. The Corps should require compliance with NEPA requirements in the preparation of an adequate environmental impact statement upon this issue.

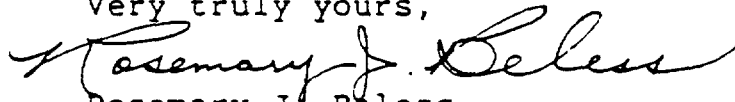
Conclusion

Because removal of the alluvium from the reservoir basin will cause or increase the leakage of reservoir water into the mines, BOR should be required to find an alternate source, outside of the reservoir basin, from which to obtain the fill for the dam. The leakage and incompetency of the reservoir, resulting from alluvium removal, are adverse impacts for both the general public and private industry. The resultant inundation of the mines causes an irreparable loss of non-renewable mineral reserves and an adverse impact upon the owner mining companies, upon the long-term resource reserves of the country, and upon the general public as consumers of metal products.

Because the removal of the alluvium from the reservoir basin is not in the public interest and will adversely impact the environment, the Corps should not approve BOR's application for removal of this material from the reservoir site.

United Park has a wealth of geologic information concerning the Jordanelle Reservoir and Dam site areas which it would be happy, upon request, to make available to the Corps for their review at United Park's offices.

Very truly yours,


Rosemary J. Beless
Attorney for United Park City
Mines Company

Enclosures (Map)

cc with enclosure (hand delivered):

Brooks Carter, Chief
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U.S. Army Corps of Engineers
125 South State Street
Room 8402
Salt Lake City, UT 84138

cc w/o enclosure:

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October 6, 1986

Certified Mail
Return Receipt Requested

Colonel Wayne J. Scholl, CE
District Engineer
Sacramento District Regulatory Office
U.S. Army Corps of Engineers
650 Capitol Mall
Sacramento, California 95815



Re: SPKCO-O, Public Notice No. 9417
United Park City Mines Company's Comments Concerning
Bureau of Reclamation's Application for Section 404
Permit to Discharge Fill Material into Provo River,
Silver Creek, Unnamed Tributaries and Adjacent Wetlands

Dear Colonel Scholl:

United Park City Mines Company (hereinafter "United Park"), by and through its attorney Rosemary J. Beless, hereby submits its comments concerning the application of the Bureau of Reclamation (hereinafter "BOR") for a Department of the Army permit pursuant to Section 404 of the Clean Water Act to discharge fill material into the Provo River, Silver Creek, unnamed tributaries, and adjacent wetlands. United Park's comments, which are more fully stated below, address the following environmental problems concerning highway relocation:

1. BOR's proposed site for the interchange of U.S. Highways 40 and 189 will pose an unacceptable risk to water quality.

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2. Relocation of the waste from Park City Municipal Corporation's Landfill into the wetland area and its tributaries will pose an illegal and unacceptable risk.

3. The proposed U.S. Highway 40 will destroy the Keetley Spring area.

4. Relocation of U.S. Highway 40 across the Ontario No. 2 Drain Tunnel will cause collapse of the tunnel.

I. BOR's Proposed Site for the Interchange of U.S. Highways 40 and 189 Will Pose an Unacceptable Risk to Water Quality.

As proposed in BOR's 404 permit application, the interchange of U.S. Highway 189 and U.S. Highway 40 (hereinafter "the Tailings Dam Interchange") will be located within the wetlands area northwest of the toe of the tailings dam on Richardson Flat. (The Tailings Dam Interchange is depicted as number "1" upon United Park's map enclosed herewith as Exhibit "A.") U.S. Highway 189 will be relocated in the wetlands area adjacent to the toe of the Richardson Flat tailings dam (the northwest section of the tailings pond). The area surrounding the toe of the tailings dam is an environmentally sensitive area, since any change in the stability of this area might well cause a release from the tailings dam. This area is also critical to United Park, since the dam may have to be built higher in the future when additional tailings from mining operations are deposited at the site by means of United Park's slurry line.

The relocation of U.S. Highways 189 and 40 and the positioning of the Tailings Dam Interchange in this sensitive wetlands area at the toe of the tailings dam will have a definite impact upon the flow characteristics of the surface water and the groundwater in the area northwest of the tailings pond, whether by compaction, if the ground is built up for the highway, or by breaking the toe of the tailings dam, if the ground is cut down for the highway, or by the installation of footings for a structure, if the wetlands area is spanned by an overhead structure.

The U.S. Environmental Protection Agency ("EPA") is currently studying the Richardson Flat area for its possible inclusion upon the National Priorities List ("NPL") for Superfund cleanup under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). The EPA is particularly concerned with the prevention of groundwater contamination in the area. To date, the EPA's studies of the area are not conclusive, and much

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more information must be collected and analyzed. However, there is a strong possibility that the present configuration of the tailings dam and the surrounding wetlands area serves to stabilize the tailings, to prevent groundwater contamination, and to provide a natural filtration system. The relocation of U.S. Highway 189 and the Tailings Dam Interchange across these wetlands will destroy some wetland acreage, thus eliminating these filtration characteristics and causing a disruption in the flow of both surface waters and groundwater. When these disruptions in the filtration and flow characteristics occur, the area will become destabilized, with the result of a possible release from the tailings dam. Thus, a seemingly minor loss of wetland acreage may result in major losses through secondary impacts. 40 C.F.R. § 230.41(b) (1985). This wetland area, therefore, serves a function which is defined as "important to the public interest" under 33 C.F.R. § 320.40(b)(2)-(vii), and should be protected from alteration or destruction.

The destruction of this wetland area and the change of surface and groundwater flows caused by the construction of the Tailings Dam Interchange, may well cause a release from the tailings pond and contamination of the groundwater. With the changes caused by highway and interchange construction, the tailings would no longer be contained in their current stable conformation.

Because of the actions of BOR and the Utah Department of Transportation ("UDOT") in constructing the highway and the interchange through the wetland area adjacent to the toe of the tailings dam, thereby affecting the filtration characteristics of the wetlands and the drainage patterns of surface and groundwater in the area, both agencies run the risk of being named potentially responsible parties ("PRP's") for Superfund liability. Likewise, after the condemnation of this area for highway purposes, BOR, or its assignee, as a landowner, would almost certainly become a PRP with joint and several liability under Superfund. See 42 U.S.C. § 9607(a).

Moreover, the location of the Tailings Dam Interchange will have direct impact upon United Park's monitoring wells located at the toe of the tailings dam. These wells were constructed, and are regularly monitored, under a requirement of United Park's National Pollution Discharge Elimination System ("NPDES") permit issued by the EPA. The NPDES permit requires that United Park regularly monitor these wells and maintain levels of release below specified effluent limitation standards. The penalties for violations of the NPDES permit include fines in the realm of \$10,000.00 per day and criminal penalties of up to one year in prison. 33 U.S.C. § 1319(c) and (d).

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The location for the Tailings Dam Interchange and relocated U.S. Highway 189 will destroy a number of United Park's monitoring wells and will interfere with the integrity of the other wells. Highway construction at the toe of the tailings dam will create impossible conditions for effective groundwater monitoring. United Park will have no control over BOR's and UDOT's construction of the highway and interchange in this critical wetlands area at the toe of the dam, and yet United Park will be subject to severe penalties for any violations, under its NPDES permit, of effluent limitation standards or of its monitoring obligations, which violations may be caused by the highway construction.

The U.S. Army Corps of Engineers ("Corps") should also be aware that BOR and UDOT are presently planning to drill test wells in the wetland area northwest of the toe of the tailings dam. United Park submits that the Corps should require that such wells be properly plugged with clays to prevent cross-contamination of groundwater aquifers and that the wells be properly permitted, prior to drilling, by the appropriate federal and state agencies.

In contravention of the National Environmental Policy Act ("NEPA"), BOR has not addressed, in its Environmental Statement or its supplements, the environmental problems associated with the proposed location of the Tailings Dam Interchange. Consequently, a practicable alternative to this location for the interchange has not been identified.

United Park submits that UDOT's and BOR's prior proposed location for the interchange, south of Park City Municipal Corporation's Landfill (hereinafter "the Alternative Interchange Location" and so identified upon United Park's enclosed map) is a practicable alternative to the presently planned Tailings Dam Interchange located in the wetlands adjacent to the toe of the tailings dam. With the Alternative Interchange Location, U.S. Highway 189 would not cross to the north of the tailings pond near the toe of the dam, but instead would run to the south of the tailings pond and intersect U.S. Highway 40 at an interchange located south of Park City Municipal Corporation's Landfill. This Alternative Interchange Location, which was the location initially proposed by UDOT and BOR, would avoid the major destruction of wetlands in the environmentally sensitive area northwest of and adjacent to the toe of the Richardson Flat tailings dam.

BOR has stated that the Tailings Dam Interchange site was chosen because it would be less costly than the Alternative Interchange Location. However, BOR has factored no short-term or long-term environmental mitigation costs into its cost analysis. BOR also has not considered that the railroad track to Chevron's

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Phoston plant is no longer in use and may soon be abandoned, so that highway structures over the railroad tracks may not, in the future, be necessary. The Alternative Interchange Location gives rise to none of the serious environmental risks which are caused by the currently planned Tailings Dam Interchange.

Likewise, in order to avoid the environmental impact of the Tailings Dam Interchange, United Park has offered to donate lands which it owns to BOR for the surface right of way necessary for this section of the highway, if BOR will agree to move the interchange back to the Alternative Interchange Location, south of Park City Municipal Corporation's Landfill. We believe such an agreement would promote and protect the best interests of all of the parties and of the general public.

The EPA Section 404(b)(2) Guidelines for 404 permits provide that where there is no issue of economic impact upon navigation or anchorage in the area, then:

[N]o discharge of dredged or fill material shall be permitted if there is a practicable alternative to the proposed discharge which would have less adverse impact on the aquatic ecosystem, so long as the alternative does not have other significant adverse environmental consequences.

40 C.F.R. § 230.10(a) (1985) [emphasis added].

United Park submits that the Alternative Interchange Location is such a practicable alternative, and that with the consideration of environmental mitigation costs, it is also a less costly location for the interchange. The Tailings Dam Interchange, northwest of and adjacent to the toe of the Richardson Flat tailings dam, poses an unacceptable environmental risk to water quality, and, therefore, it is not in the public interest for the Corps to approve this site.

II. Relocation of the Waste from Park City Municipal Corporation's Landfill into the Wetland Area and Its Tributaries Will Pose an Illegal and Unacceptable Risk.

UDOT has advised us of their plans to excavate and remove most of the waste from Park City Municipal Corporation's Landfill, marked by number "2" on United Park's enclosed map, and to bury it along the sides of the relocated U.S. Highway 40 in the area of the Ajo mining claims or to "fold" the material into U.S. Highway 189 and the Tailings Dam Interchange located in the wetlands northwest of the Richardson Flat tailings pond. Because Park City residents

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used Park City Municipal Corporation's Landfill for many years as an unrestricted "dump" for all types of refuse and Park City Municipal Corporation has refused to provide United Park with records of the materials buried at the Landfill, we do not know the contents of the Landfill. At the least, it is solid waste, with possibilities of more toxic or hazardous wastes. Summit County health authorities have confirmed that sewage sludge from the sewage treatment plant was dumped into the Landfill for at least a two-year period.

Pursuant to Section 405 of the Clean Water Act, the relocation of sewage sludge is prohibited in wetlands, except in accordance with an NPDES permit. 33 U.S.C. § 1345. Therefore, the relocation of the sludge in the highways or the Tailings Dam Interchange in the wetlands would be not only an unacceptable environmental risk, but also illegal.

Indeed, it is unlikely that the other waste materials at the Landfill are suitable, pursuant to 40 C.F.R. § 230.11 (1985), for fill material in the wetlands. As an affected property owner, United Park is concerned that surface water percolating through the waste from the Landfill buried upon the sides of the U.S. Highway 40 and "folded" into highways in the wetlands and in the Tailings Dam Interchange, will have a deleterious effect upon the surface water and groundwater systems and the soil in the lands near the buried waste. We request that the Corps refrain from approving a plan for burial of the waste along and in the highways and the Tailings Dam Interchange which would cause the degradation of the soil, water or air upon the properties adjoining the interchange and the highways.

III. The Proposed U.S. Highway 40 Will Destroy the Keetley Spring Area.

According to UDOT's current plans, the proposed U.S. Highway 40 will cover, and thereby destroy, United Park's collection system for culinary water from its Keetley Spring. The Keetley Spring and United Park's collection system are located in the area marked as number "5" upon United Park's enclosed map.

Culinary-quality water is collected from the Keetley Spring Area by United Park under its water right represented by Diligence Claim 185 (55-1279) filed in the Utah State Engineer's Office with a priority date of 1888. Since 1888, United Park and its predecessor companies have used Keetley Spring water for domestic and mining purposes on a year-round basis. United Park currently uses Keetley Spring water for the domestic purposes of its miners, for mine maintenance purposes, and for the treatment of water discharged from its Ontario No. 2 Drain Tunnel at Keetley under its NPDES permit issued by the EPA.

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The water from Keetley Spring is essential to United Park's ability to meet the effluent limitation standards of its NPDES permit. Water of the quality found at Keetley Spring is necessary to induce the flocculant at United Park's water treatment plant in order to treat the water flowing from the Ontario No. 2 Drain Tunnel so that it will comply with the effluent limitations of the NPDES permit. Without water of the quality (low in suspended solids) obtained from Keetley Spring, United Park's water treatment plant cannot be effectively operated.

The impairment of the quality or quantity of water United Park receives from Keetley Spring would impede mine maintenance operations, would cut off or deplete domestic water supplies for employees, and would result in fees, fines, and penalties being imposed against United Park by the EPA for United Park's inability to treat the Ontario No. 2 Drain Tunnel water to the required effluent standard. See U.S.C. § 1319(c) and (d).

United Park's water collection system is designed so that United Park receives the water from Keetley Spring at essentially no cost to the Company. United Park collects the water by means of underground perforated pipes in the lower portion of the spring area and the water is conveyed to a storage tank. The relocated U.S. Highway 40 is proposed to cover United Park's collection and storage area in the lower portion of Keetley Spring and will, in effect, obstruct and terminate United Park's collection of Keetley Spring water.

It is, therefore, essential that BOR and UDOT design and construct a dependable water collection and storage system to replace that affected by the highway relocation. Additionally, BOR and UDOT should construct the highway to span the collection system so that United Park will be supplied with water from the Keetley Spring source, cost-free, at United Park's facilities. The new water collection system should be in effect prior to the construction of the highway in order to protect United Park from the possible loss of this water, and from the penalties resulting from this water loss during the construction period. Care should be taken that the new system deliver the appropriate quantity and, particularly the appropriate quality, of water to United Park's facilities.

Approval of the location of U.S. Highway 40 across the Keetley Spring area should be predicated upon BOR's demonstrated plans for protection of Keetley Spring.

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IV. Relocation of U.S. Highway 40 Across the Ontario No. 2
Drain Tunnel Will Cause Collapse of the Tunnel.

At the point marked as number "6" upon United Park's enclosed map, the proposed U.S. Highway 40 crosses directly over United Park's Ontario No. 2 Drain Tunnel. The highway will be approximately 200 feet above the Tunnel. In this area, the Tunnel is driven through Keetley Volcanics which are intensely brecciated and locally faulted and, consequently, will not support the weight and continued vibration of the highway.

Approximately 14,000,000 gallons of water per day flow through the Ontario No. 2 Drain Tunnel during high run-off. If the Tunnel were to cave or collapse because of the weight and vibration from the highway, this water would back up in the Tunnel to the level that it would flow out the No. 1 Drain Tunnel and flood Park City.

The Tunnel is one of United Park's major assets. It is an irreplaceable conduit for transportation of personnel and supplies to, and ore haulage from, underground mining areas, for ventilation and for safety escape, as well as the only means of drainage for vast quantities of water.

Therefore, it is imperative that BOR prepare the engineering and construct the adequate supports, before road construction begins, to structurally support the Tunnel to withstand the added weight and vibration from the highway. Such support should consist of steel and/or concrete reinforcement in the affected area. The support structures must, of course, comply with United Park's uses for the Tunnel. United Park will cooperate and assist BOR with technical advice concerning the structure and geology of the Tunnel.

V. Pursuant to NEPA, These Environmental Problems Must Be
Addressed and Their Alternatives Analyzed.

The issues which United Park has discussed in these Comments have never been identified, nor has their mitigation been addressed, nor have the alternatives been analyzed in BOR's Environmental Statement or its supplements.

Pursuant to Section 102 of the National Environmental Policy Act ("NEPA") and 40 C.F.R. § 230.10(4) (1985), these environmental issues must be addressed in NEPA documents and detailed alternatives must be proposed. The Corps should require compliance with NEPA requirements in the preparation of an adequate

LAW OFFICES OF
FABIAN & CLENDENIN
A PROFESSIONAL CORPORATION

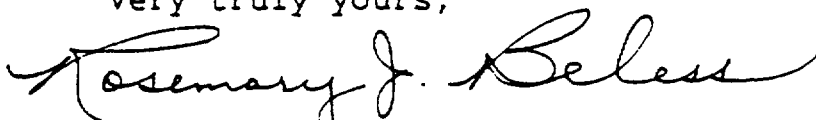
Colonel Wayne J. Scholl, CE
October 6, 1986
Page 9

environmental impact statement on these environmental issues concerning relocation of the highways and interchange.

While United Park has expressed its opposition to the Jordanelle Dam and Reservoir, United Park supports BOR and UDOT in the improvement and conceptual relocation of the highways and desires to work with them to find ways to alleviate those problems caused by highway relocation. We assume that BOR and UDOT share with us this same desire, and we would hope that BOR's actions concerning highway relocation have not been, and will not be, influenced or tainted by United Park's opposition to the Jordanelle Dam and Reservoir.

United Park would be happy to furnish the Corps with any additional information it should need in its consideration of the issues presented herein.

Very truly yours,



Rosemary J. Beless
Attorney for United Park City
Mines Company

RJB:mgs

Enclosure (Map, 2 sheets)

cc with enclosure (hand delivered): Brooks Carter, Chief
Salt Lake Regulatory Office
U.S. Army Corps of Engineers
125 South State Street
Room 8402
Salt Lake City, Utah 84138

cc w/o enclosure: Robert J. Mairley, EPA ✓
Robert E. Walline, EPA
Fred C. Pehrson, Utah Bureau of Water
Pollution Control

0480j:RJB

HRS NARRATIVE SUMMARY
Richardson Flat Tailings
Park City, Utah

TDD F08-8707-01
EPA ID# UTD980952840

Richardson Flat Tailings lies within the northwest quarter of Section 1 and the northeast quarter of Section 2, Township 2 South, Range 4 East, Summit County, Utah. The tailings cover an area of approximately 160 acres within a topographic depression located one and a half miles from most recent development in the town of Park City.

The mill tailings at Richardson Flat came from the Keetley Ontario Mine and other metal mining operations currently owned by United Park City Mines (UPCM). The most recent use of the area for tailings disposal was from 1975 to 1981. During this time UPCM had all its mining properties leased to either Park City Ventures or Noranda Mining, Inc., who constructed and operated milling facilities on UPCM properties. Two million tons of tailings is a conservative estimate of waste quantity on site.

The best information available on the local ground water regime indicates the presence of an alluvial aquifer (averaging 60 feet thick) underlain by consolidated rocks of Tertiary origin. Two domestic wells completed in Tertiary volcanics exist within three quarters of a mile of the site. Although an observed release (cobalt, manganese and zinc) to the alluvial aquifer was documented, the hydraulic communication to underlying water-bearing units is not known. The ground water route has therefore not been scored.

Elevated concentrations of arsenic, copper and lead were detected in the surface water sample from Silver Creek, collected downgradient of the tailings. Water diverted from Silver Creek is used to irrigate pastureland and hay production fields within three stream miles of the site.

High-volume air sampling was conducted at Richardson Flat Tailings to document an observed release of arsenic, cadmium, lead and zinc to the air migration pathway. The permanent year-round population residing within four miles of the tailings is approximately 4500.

The S_{dc} score of 12.50 does not adequately reflect the threat of contaminant exposure through direct contact. Although only three homes are located within one mile of the site, the tailings area is commonly used by motorcyclists for recreational purposes. In addition, air-borne tailings material blows across Highway 40 on a daily basis during the summer months.

The results of the hazard ranking are as follows: $S_m = 39.13$
($S_{gw} = 0$; $S_{sw} = 47.27$; $S_a = 48.46$); $S_{fe} = 0$; $S_{dc} = 12.50^m$. The S_m
score exceeds the threshold value of 28.50 required for nomination to the National Priorities List.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

00200019

REGION VIII

999 18th STREET—SUITE 500
DENVER, COLORADO 80202-2405

DEC 9 1987

REF SRC

Mr. E. L. Osika, Jr.
Vice President
United Park City Mines
307 Kearns Building
Salt Lake City, Utah 84101

Re: Extension of Time for Response
to Request for Information

Dear Mr. Osika:

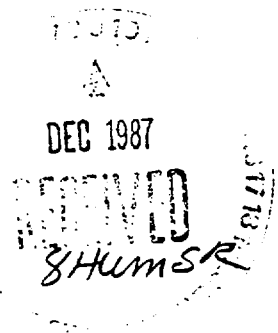
This letter will confirm our discussion regarding an extension of time for you to respond to EPA's November 23, 1987 Request for Information letter. Pursuant to our agreement, you have until December 31, 1987, to respond to questions 1-9, and until Jan 15, 1988 to respond to the rest of the questions.

Please let me know if this letter does not accurately reflect your understanding of our conversation. If you have any further questions, do not hesitate to give me a call.

Sincerely,

Barry Stein
Assistant Regional Counsel

cc: ✓ Paula Schmitt diel





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET—SUITE 500
DENVER, COLORADO 80202-2405

NOV 23 1987

SHWm SR

Ref: 8RC

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Osika, Jr.
Vice President
United Park City Mines
307 Kearns Building
Salt Lake City, Utah 84101

Re: Request for Information Pursuant to
Section 104(e) of CERCLA and Section
7003 of RCRA for the Richardson Flat
Tailings Site in Summit County, Utah

Dear Mr. Osika:

The United States Environmental Protection Agency, Region VIII ("EPA") is currently investigating the source, extent, and nature of the release or threatened release of hazardous substances, pollutants, or contaminants or hazardous wastes at or near the Richardson Flat Tailings Site in Summit County, Utah (the "Site"). This investigation requires inquiry into the identification, nature, and quantity of materials that have been or are generated, treated, stored, or disposed of at or transported to the site and the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from the Site. EPA is also seeking information relating to the ability of persons connected with the site to pay for or to perform a cleanup of the Site.

Pursuant to the authority of section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9604, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), P.L. 99-499, and section 3007 of the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. § 6927, you are hereby requested to respond to the Information Request set forth in Enclosure A.

Compliance with the Information Request set forth in Enclosure A is mandatory. Failure to respond fully and truthfully to the Information Request within fourteen (14) calendar days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to section 104(e)(5) of CERCLA, as amended, and/or section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to twenty-five thousand dollars (\$25,000) for each day of continued noncompliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. section 1001.

-2-

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

Your response to this Information Request should be mailed to:

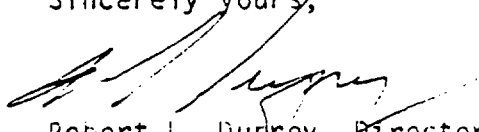
U.S. Environmental Protection Agency (8HWM-SR)
Ms. Paula M. Schmittziel
Hazardous Waste Management Division
999 18th Street, Suite 500
Denver, Colorado 80202-2405

If you have any legal questions, please direct such questions to Barry Stein of the Office of Regional Counsel at (303) 293-1458. If you have any technical questions, please direct such questions to Paula M. Schmittziel, at the above address, or at (303) 293-1518.

Due to the seriousness of our concerns at the site and the legal ramifications of your failure to respond properly, EPA strongly encourages you to give this matter your immediate attention and to respond to this Information Request within the time specified above.

Thank you for your cooperation in this matter.

Sincerely yours,



Robert L. Duprey, Director
Hazardous Waste Management Division

Enclosures

cc: Barry Stein, Office of Regional Counsel
✓ Paula M. Schmittziel, Hazardous Waste Management Division
Brent Bradford, Director, Bureau of Solid and Hazardous Waste

ENCLOSURE A

RICHARDSON FLAT TAILINGS SITE
FIRST SET OF INFORMATION REQUESTSINSTRUCTIONS

1. A separate response must be made to each of the Questions set forth in this Information Request.
2. For purposes of clarity, please restate each question prior to stating your response.
3. If information not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find at any time after the submission of this response that any portion of the submitted information is false or misrepresents the truth, you must notify EPA thereof as soon as possible.
4. Any documents referred to in or relevant to any answer or relied on or used by you to answer any question in this Request for Information (the "Request") must be copied and submitted to EPA with your responses. All documents submitted by you must contain a notation indicating the question to which they are responsive.
5. The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to sections 104(e)(7)(E) and (F) of CERCLA, as amended by SARA, 42 U.S.C. §§ 9604(e)(7)(E) and (F), and 40 C.F.R. § 2.203(b), by attaching to such information, at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary" or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means of the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.
6. Where specific information has not been memorialized in any document, but is nonetheless responsive to a Question, you must respond to the Question with a written response.
7. This Request applies to documents and information within your possession or control, including without limitation, all documents and information within the possession or control of any agent, attorney, consultant, employee, investigator, or third person.

DEFINITIONS

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The terms "you," "your," or "Respondent" shall mean the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, successors, assigns, and agents.
2. The term "person" as used herein includes, in the plural as well as the singular, any natural person, firm, unincorporated association, partnership, corporation, trust, or other entity.
3. The terms "the Site" or "the facility" shall mean and include the property on or about the United Park City Mines' property in the northwest quarter of Section 1 and the northeast quarter of Section 2, Township 2 South, Range 4 East, Summit County, Utah.
4. The term "hazardous substance" is defined in section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and includes the substances designated at 40 C.F.R. section 302.4 (1986).
5. The term "pollutant or contaminant" is defined in section 101(33) of CERCLA, 42 U.S.C. § 9601(33).
6. The term "hazardous waste" is defined in section 1004(5) of RCRA, 42 U.S.C. § 6903(5), and includes the substances identified in 40 C.F.R. sections 261.1 to 261.33 (1986).
7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to all hazardous substances, pollutants, and contaminants, hazardous wastes and solid wastes, as defined above, and mine tailings.
8. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known address and home telephone number, and present or last known job title, position, or business.
9. The term "identify" means, with respect to a corporation, partnership, business trust, or other association or business entity, including a sole proprietorship) to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
10. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
11. The term "release" has the same definition as that contained in section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

12. The term "document" refers to any original, copy, or draft of any handwritten, typewritten, printed, graphic, or electronically recorded information and shall include without limitation, correspondence, notes, memoranda, reports, manuals, inter-office communications, records, charts, photographs, bills, travel summaries or logs, diaries or itineraries, transcripts, statements, tape recordings, computer printouts or software, contracts, insurance policies, shipping documents, bills of lading, manifests, invoices, weight tickets, annual reports, analytical worksheets, chromatographs, or other tangible records of any nature or kind. Any document that contains marginal notes shall be considered a separate document.

13. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

14. The term "property interest" means any interest in property, including but not limited to, any ownership interest, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.

15. The term "asset" shall include the following: real estate, buildings or other improvements to real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations, an unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.

16. Any term not defined above and appearing in the questions below shall have the same meaning as that provided in CERCLA.

QUESTIONS

1. Please state the full name, mailing address and telephone number of any company or business entity which operated at the Richardson Flat site. Please give the dates of any operation.

2. Please state the name and title of the person completing this Request.

3. Please state the name and title of the person(s) whom EPA should contact for further information, including mailing address and telephone number.

4. Please list any permits (State or Federal) obtained by the owner/operator regarding the mining operation and tailings pond at Richardson Flat including State or Federal Water quality or water use permits.

5. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained

herein or who may be able to provide additional responsive documents, please identify such persons and the additional information or documents that they may have.

6. Please list the present and any former names under which you operated or conducted business, including the names of any predecessors or successors in interest. Describe the form of business organization of each name listed (e.g., corporation, partnership, joint venture, sole proprietorship, etc.) and identify the state in which each was/is organized, the date of organization or initiation of business, the date of discontinuation or dissolution, and the reason or purpose therefore.

7. Please identify all persons, including Respondent's employees, who have knowledge or information about the mining and milling operations or related to the Richardson Flat site.

8. Please identify current owner and any previous owners of the Richardson Flat site and the dates of ownership.

9. Please identify any current or previous operators or lessors of the Richardson Flat site. For each such operator or lessor, further identify:

- a. the dates of their operation at or lease of the site.
- b. the nature of their operations at the site.

10. Describe the physical characteristics of the site including but not limited to the following:

- a. Previous surface structures (e.g., buildings, tanks, pipelines etc.).
- b. Groundwater wells, including drilling logs except for existing EPA monitoring wells.
- c. Tailings pond(s) dams, dikes, diversions, excavations, etc., that exist or were removed or changed. Please provide dates for removal, modifications, etc. of such structures and state the type of materials used to construct pond, dam, dikes, diversions, etc.

11. Please provide information regarding your mining and milling operations that are (were) the source of the mine tailings disposed of at Richardson Flat. Include in your description the type of milling process, the dates the mill was in operation, the amount of ore mined and milled on an annual basis, and the amount of tailings/waste material generated on an annual basis, any chemicals used in the milling process (acids, etc.), amount of water used in the mining/milling process and the source of the water.

12. Please state whether the tailings have been re-worked, the source of the ores (i.e., what mines), location of mine(s), mill, distance from mine to mill to Richardson Flat, how the tailings were conveyed from the mill to Richardson Flat (e.g., trucked, pipeline, etc.)

13. Please give specific locations other than the Richardson Flat site where United Park City Mines disposed of mine tailings.

14. Please identify any person who may have removed mine tailings from the Richardson Flat site. Please include address and phone number of such persons, if known, and the dates when removal occurred.

15. Please provide any existing technical or analytical information United Park City Mines may have about the site, including but not limited to data and documents (except for EPA Analytical Results Report) related to soil, water (ground and surface), geology, geohydrology, or air quality on and about the site.

16. Please provide any information on whether United Park City Mines or its consultants are planning to perform any investigations of the soil, water (ground or surface), geology, hydrogeology or air quality on or about the site. Please include the following:

- a. What the nature and scope of these investigations will be.
- b. The contractors or other persons that will undertake these investigations.
- c. The purpose of the investigations.
- d. The dates when such investigations will take place and be completed.
- e. Where on the site such investigation will take place.

17. List each insurance company or other person that provided casualty or pollution liability insurance coverage, including but not limited to any Comprehensive General Liability coverage, Environmental Impairment coverage, Insurance Services Office coverage, Umbrella coverage, or any other indemnification or defense agreement, that provides to you or any other person or entity identified in response to question 5 a right of indemnification or defense in any action involving hazardous substances. This question applies to policies or agreements that are or were in effect at any time to the present. Submit copies of all insurance policies or agreements identified.

18. Provide copies of all income tax returns sent to the Federal Internal Revenue Service in the last five years.

19. Provide all financial statements for the past five fiscal years, including but not limited to those filed with the federal and state Internal Revenue Service and Securities and Exchange Commission.

SITE INSPECTION REPORT
RICHARDSON'S FLAT TAILINGS

RECEIVED
SEP 17 '84
WASTE MGT. BR

SUBMITTED TO:

Eric Johnson, EPA Region VIII

Submitted by:

Don Verbica
Utah Division of Environmental Health
Bureau of Solid and Hazardous Waste

August 30, 1984

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I. LETTER

II. APPENDICIES

APPENDIX 1 - PHOTOS, SITE DRAWINGS & SITE LOCATION MAP

APPENDIX 2 - SITE INSPECTION FORM

APPENDIX 3 - SAMPLE ANALYSIS SHEETS

APPENDIX 4 - HRS WORKSHEET

Scott M. Matheson
Governor



STATE OF UTAH
DEPARTMENT OF HEALTH
DIVISION OF ENVIRONMENTAL HEALTH

150 West North Temple, P.O. Box 2500, Salt Lake City, Utah 84110-2500

Kenneth Lee Alkema, Director
Room 474 801-533-6121

September 4, 1984

James O. Mason, M.D., Dr.P.H.
Executive Director
801-533-6111

DIVISIONS

Community Health Services
Environmental Health
Family Health Services
Health Care Financing

OFFICES

Administrative Services
Community Health Nursing
Management Planning
Medical Examiner
State Health Laboratory

Mr. Eric Johnson
U.S. Environmental Protection Agency
Region VIII
1860 Lincoln Street
Denver, Colorado 80295

Subject: Site inspection report, Richardson's Flat tailings,
Summit County, Utah

Dear Mr. Johnson:

Submitted herewith is a site inspection report for the
Richardson's Flat tailings.

Based upon information available at the time this inspection
was prepared, it is recommended that this site be given National
Priority List Consideration. It is further recommended that the FIT
take HiVol samples to score the route for air.

Richardson Flat tailings are located in the NW 1/4 of section
1, T25, R4E, of the Park City East, Quadrangle, between Park City and
Keetley Junction. The exact amount of tailings on-site is unknown.
But it is estimated that there are approximately 7 million tons of
tailings most likely deposited in the late 60's and early 70's.

The mill tailings at Richardson's Flat came from the Ontario
Keetley mine and other mines owned by United Park City Mines. The
tailings are next to Silver Creek and numerous small tributaries
flow through the tailings.

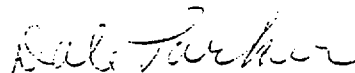
Mr. Ray Wortley is currently leasing part of the tailings from
United Park City Mines and is using the tailings as backfill for
sewer lines and roadbase.

During the June inspection samples were taken from groundwater,
surface water and tailings. Groundwater concentrations of arsenic
at .325 ppm, cadmium at .120 ppm, lead at 31.8 ppm and mercury at
0.26 ppm were found in a spring below Richardson's Flat. It was
observed during the inspection that tailings were being blown
off-site. It is recommended that EPA's FIT collect HiVol samples
downgradient of Richardson's Flat.

The score given Richardson's Flat without the route for air is 36.19, but the state feels with the route for air added it would increase the score.

If you have any questions, please contact Don Verbica.

Sincerely,



Dale D. Parker, Ph.D.
Executive Secretary
Utah Solid and Hazardous Wastes
Committee

DGV/ab
5678



**Bureau of Solid and Hazardous Waste
Division of Environmental Health**

APPENDIX 2
SITE INSPECTION FORM

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT

I. IDENTIFICATION

01 STATE 02 SITE NO.

PART 1 - SITE LOCATION AND INSPECTION INFORMATION

II. SITE NAME AND LOCATION

01 SITE NAME (Legal, common or descriptive name of site)

Richardson's Flat Tailings

02 STREET, ROUTE NO. OR SPECIFIC LOCATION IDENTIFIER 03 CITY

NW 1/4 Sec 1 T25 R4E

Park City East Quadrangle

04 STATE 05 ZIP CODE 06 COUNTY 07 COUNTY CODE 08 CONG DIST.

Utah

Summit

043

3

09 COORDINATES

10 TYPE OF OWNERSHIP (Check one)

LATITUDE

LONGITUDE

X A. PRIVATE

B. FEDERAL:

C. STATE

40 40 42.

111 27 05.

D. COUNTY

E. MUNICIPAL

F. OTHER:

G. UNKNOWN

III. INSPECTION INFORMATION

01 DATE OF INSPECTION

06/04/84

02 SITE STATUS

03 YEARS OF OPERATION

A. ACTIVE

X B. INACTIVE

BEGINNING YEAR

ENDING YEAR

UNKNOWN

01 AGENCY PERFORMING INSPECTION (Check all that apply)

A. EPA B. EPA CONTRACTOR

C. MUNICIPAL D. MUNICIPAL CONTRACTOR

(Name of Firm)

(Name of Firm)

X E. STATE F. STATE CONTRACTOR

G. OTHER:

(Name of Firm)

(Specify)

05 CHIEF INSPECTOR

Don Verbica

06 TITLE

Geologist

07 ORGANIZATION

UBSHW

08 TELEPHONE NO.

(801)533-4145

09 OTHER INSPECTORS

Joel Hebdon

10 TITLE

Eng. Geologist

11 ORGANIZATION

UBSHW

12 TELEPHONE NO.

(801)533-4145

13 SITE REPRESENTATIVES INTERVIEWED 14 TITLE 15 ADDRESS

16 TELEPHONE NO.

17 ACCESS GAINED BY

(Check one)

PERMISSION

WARRANT

18 TIME OF INSPECTION

10:00 a.m.

19 WEATHER CONDITIONS

overcast and warm

IV INFORMATION AVAILABLE FROM

01 CONTACT

Don Verbica

02 OF (Agency/Organization)

BSHW/USHD

03 TELEPHONE NUMBER

(801)533-4145

04 PERSON RESPONSIBLE FOR SITE INSPECTION FORM

Dale Parker

05 AGENCY

BSHW

06 ORGANIZATION

USHD

07 TELEPHONE NO.

(801)533-4145

08 DATE

09/04/84

EPA FORM 2070-13(7-81)

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 2 - WASTE INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. WASTE STATES, QUANTITIES, AND CHARACTERISTICS

01 PHYSICAL STATES (Check all that apply)

- A. SOLID E. SLURRY
B. POWDER, FINES F. LIQUID
C. SLUDGE G. GAS
D. OTHER _____
(Specify)

02 WASTE QUANTITY AT SITE

(Measures of waste quantities must be independent)

* TONS 7 million
CUBIC YARDS _____
NO. OF DRUMS _____

03 WASTE CHARACTERISTICS (Check all that apply)

- X A. TOXIC X E. SOLUBLE I. HIGHLY VOLATILE
B. CORROSIVE F. INFECTIOUS J. EXPLOSIVE
C. RADIOACTIVE G. FLAMMABLE K. REACTIVE
X D. PERSISTENT H. IGNITABLE L. INCOMPATIBLE
M. NOT APPLICABLE

III. WASTE TYPE

CATEGORY	SUBSTANCE NAME	01 GROSS AMOUNT	02 UNIT OF MEASURE	03 COMMENTS
SLU	SLUDGE			
OLW	OILY WASTE			
SOL	SOLVENTS			
PSD	PESTICIDES			
OCC	OTHER ORGANIC CHEMICALS			
IOC	INORGANIC CHEMICALS	unknown	As	
ACD	ACIDS			
BAS	BASES			
MES	HEAVY METALS	unknown	Pb, Cd	

IV. HAZARDOUS SUBSTANCES (See Appendix for most frequently cited CAS Numbers)

01 CATEGORY	02 SUBSTANCE NAME	03 CAS NUMBER	04 STORAGE/ DISPOSAL METHOD	05 CONCENTRATION	06 MEASURE OF CONCENTRATION
MES	Lead	999	SI	31.8 ppm	ground water (total metals)
MES	cadmium	999	SI	.120 ppm	ground water (total metals)
IOC	arsenic	999	SI	.40 ppm	ground water (total metals)
MES	lead	999	Tailings sample	3960 ppm	(total metals)
IOC	arsenic	999	tailings sample	252 ppm	(total metals)
MES	cadmium	999	tailings sample	447 ppm	(total metals)
MES	mercury	999	tailings sample	124 ppm	(total metals)

V. FEEDSTOCKS (See Appendix for CAS Numbers)

CATEGORY	01 FEEDSTOCK NAME	02 CAS NUMBER	CATEGORY	01 FEEDSTOCK NAME	02 CAS NUMBER
FDS			FDS		
FDS			FDS		
FDS			FDS		

VI. SOURCES OF INFORMATION (Cite specific references, e.g., state files, sample analysis, reports)

sample analysis, state files

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 3 - SITE INFORMATION AND ASSESSMENT

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. HAZARDOUS CONDITIONS AND INCIDENTS

01 A. GROUNDWATER CONTAMINATION 02 OBSERVED (DATE: _____) X POTENTIAL

03 POPULATION POTENTIALLY AFFECTED: 10,000^{1*} ALLEGED

04 NARRATIVE DESCRIPTION

Potential exists for the contamination of groundwater. The tailings lie next to Silver Creek and sit on top of old stream sediments (sands and clays). The water table is relatively high due to Silver Creek. The tailings are porous and could be leached, the resulting leachate could migrate into the groundwater.

01 B. SURFACE WATER CONTAMINATION 02 OBSERVED (DATE: _____) X POTENTIAL

03 POPULATION POTENTIALLY AFFECTED: 10,000^{1*} ALLEGED

04 NARRATIVE DESCRIPTION

Potential exists for the contamination of surface water. Many small tributaries of Silver Creek flow through the tailings and from a pond. Silver Creek lies due west of the site and could be effected by any leachate forming on the tailings.

01 C. CONTAMINATION OF AIR 02 OBSERVED (DATE: _____) X POTENTIAL ALLEGED

03 POPULATION POTENTIALLY AFFECTED: 10,000^{2*} 04 NARRATIVE DESCRIPTION

Potential exists for contamination of air. The tailing consists of small particles that are easily air borne. Pictures taken of site show tailings blowing off-site. The tailings contain lead and cadmium which could be harmful if ingested.

01 D. FIRE/EXPLOSIVE CONDITIONS 02 OBSERVED (DATE: _____) POTENTIAL

03 POPULATION POTENTIALLY AFFECTED: _____ ALLEGED

04 NARRATIVE DESCRIPTION

Not applicable

01 E. DIRECT CONTACT 02 OBSERVED (DATE: _____) X POTENTIAL ALLEGED

03 POPULATION POTENTIALLY AFFECTED: 950³ 04 NARRATIVE DESCRIPTION

Potential exists for direct contact. There is no fence or guard to prevent people from entering the tailings pond.

01 F. CONTAMINATION OF SOIL 02 OBSERVED (DATE: _____) X POTENTIAL ALLEGED

03 AREA POTENTIALLY AFFECTED: 100 04 NARRATIVE DESCRIPTION

Potential exists for contamination of soil. The tailings are porous and so is the surround soil. The soil has been in continuous contact with the tailings for a number of years. Any leachate formed by the tailings could have contaminated the soil.

01 G. DRINKING WATER CONTAMINATION 02 OBSERVED (DATE: _____) POTENTIAL

03 POPULATION POTENTIALLY AFFECTED: 10,000¹ ALLEGED

04 NARRATIVE DESCRIPTION

Potential exists for contamination of drinking water by the migration of leachate.

01 H. WORKER EXPOSURE/INJURY 02 OBSERVED (DATE: _____) POTENTIAL ALLEGED

03 WORKERS POTENTIALLY AFFECTED: 0 04 NARRATIVE DESCRIPTION

Mr. Ray Wortley has a lease on the mine tailings and is removing them for use in construction. A few workers load the tailings into dump trucks on-site. These workers could be affected if the tailings are harmful.

01 I. POPULATION EXPOSURE/INJURY 02 OBSERVED (DATE: _____) POTENTIAL ALLEGED

03 POPULATION POTENTIALLY AFFECTED: 950³ 04 NARRATIVE DESCRIPTION

The nearest large population is Park City which is approx. 2 miles from site. There is no means on-site to prevent direct access by the local population.

EPA FORM 2070-13(7-81)1 = 3 mile radius: 2 = 4 mile radius: 3 = 1 mile radius

EPA

POTENTIAL HAZARDOUS WASTE SITE
PRELIMINARY ASSESSMENT
PART 3 - SITE INFORMATION AND ASSESSMENT

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. HAZARDOUS CONDITIONS AND INCIDENTS (Continued)

01 J. DAMAGE TO FLORA 02 OBSERVED (Date: _____) X POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

Potential exists for damage to Flora. Grass and shrubs will not grow on the mine tailings.

01 K. DAMAGE TO FAUNA 02 OBSERVED (DATE: _____) X POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

Potential exists for damage to fauna. Beaver and muskrats live near the site on Silver Creek. Silver Creek is a 3A (water quality) stream, it is a tributary of the Weber River which is a trout stream.

01 L. CONTAMINATION OF FOOD CHAIN 02 OBSERVED (DATE: _____) POTENTIAL

04 NARRATIVE DESCRIPTION

Potential exists for contamination of food chain (grass and roots) of beaver and muskrats that live and eat on Silver Creek. Crops that are irrigated by Silver Creek could also be contaminated.

01 M. UNSTABLE CONTAINMENT OF WASTES 02 OBSERVED (Date: _____) POTENTIAL
(Soils/runoff/standing liquids/leaking drums) ALLEGED

03 POPULATION POTENTIALLY AFFECTED: 950³

04 NARRATIVE DESCRIPTION

Potential exists for unstable containment of waste. Tailings have been observed blowing off-site.

01 N. DAMAGE TO OFFSITE PROPERTY 02 OBSERVED (DATE: _____) POTENTIAL

04 NARRATIVE DESCRIPTION

It is alleged that off-site property is being contaminated. Tailings were found on the north side of the highway and they most likely came from Richardson's Flat.

01 O. CONTAMINATION OF SEWERS, STORM DRAINS, WWTPs 02 OBSERVED (DATE: _____)

04 NARRATIVE DESCRIPTION

Unknown at the time this assessment was made.

01 P. ILLEGAL/UNAUTHORIZED DUMPING 02 OBSERVED (DATE: _____) POTENTIAL

04 NARRATIVE DESCRIPTION

Unknown at the time this assessment was made.

05 DESCRIPTION OF ANY OTHER KNOWN, POTENTIAL OR ALLEGED HAZARDS

III. TOTAL POPULATION POTENTIALLY AFFECTED:

IV COMMENTS

State files

V. SOURCES OF INFORMATION (Cite specific references, e.g., state files, sample analysis, reports)

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION
PART 4 - PERMIT AND DESCRIPTIVE INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. PERMIT INFORMATION

01 TYPE OF PERMIT ISSUED 02 PERMIT NO. 03 DATE ISSUED 04 EXPIRATION DATE 05 COMMENTS

A. NPDES

B. UIC

C. AIR

D. RCRA

E. RCRA INTERIM STATUS

F. SPCC PLAN

G. STATE (Specify)

H. LOCAL (Specify)

I. OTHER (Specify)

J. NONE

No records of any permits in state files

III. SITE DESCRIPTIONS

01 STORAGE/DISPOSAL 02 AMOUNT 03 UNIT OF MEASURE 04 TREATMENT

(Check all that apply)

(Check all that apply)

A. SURFACE IMPOUNDMENT

A. INCINERATION

B. PILES

B. UNDERGROUND INJECTION

C. DRUMS, ABOVE GROUND

C. CHEMICAL/PHYSICAL

D. TANK, ABOVE GROUND

D. BIOLOGICAL

E. TANK, BELOW GROUND

E. WASTE OIL PROCESSING

F. LANDFILL

F. SOLVENT RECOVERY

G. LANDFARM

G. OTHER RECYCLING/RECOVERY

H. OPEN DUMP

H. OTHER

I. OTHER Mill tailings pond FM
(Specify)

tons

(Specify)

05 OTHER

06 AREA OF SITE

A. BUILDINGS ON SITE

100 (Acres)

none

07 COMMENTS

IV. CONTAINMENT

01 CONTAINMENT OF WASTES (Check one)

A ADEQUATE, SECURE B MODERATE X C INADEQUATE, POOR D INSECURE, UNSOUND, DANGEROUS

02 DESCRIPTION OF DRUMS, DIKING, LINERS, BARRIERS, ETC.

It was observed during the June inspection that tailings were being blown off-site.

V. ACCESSIBILITY

01 WASTE EASILY ACCESSIBLE: X YES NO

02 COMMENTS The site is easily accessible. There is no fence to keep people off.

VI. SOURCES OF INFORMATION (Cite specific references, e.g., state files,
sample analysis, reports)

site inspection 06/04/84

EPA

POTENTIAL HAZARDOUS WASTE SITE

SITE INSPECTION REPORT

PART 5 - WATER, DEMOGRAPHIC, AND ENVIRONMENTAL DATA

I. IDENTIFICATION

01 STATE 02 SITE NO.

II. DRINKING WATER SUPPLY

01 TYPE OF DRINKING SUPPLY

(Check as applicable)

02 STATUS

03 DISTANCE TO SITE

	SURFACE	WELL	ENDANGERED	AFFECTED	MONITORED	A. 3 (mi)
COMMUNITY	A.	B. X	A.	B.	C.	B. (mi)
NON-COMMUNITY	C.	D.	D.	E.	F.	

III. GROUNDWATER

01 GROUNDWATER USE IN VICINITY (Check one)

A. ONLY SOURCE FOR DRINKING

C. COMMERCIAL, INDUSTRIAL, IRRIGATION

D. NOT USED, UNUSEABLE

X B. DRINKING

(Other sources available)

COMMERCIAL, INDUSTRIAL, IRRIGATION

(No other water sources available)

02 POPULATION SERVED BY GROUNDWATER 10,000

03 DISTANCE TO NEAREST DRINKING WATER WELL (mi)

04 DEPTH TO GROUNDWATER	05 DIRECTION OF GROUNDWATER FLOW	06 DEPTH TO AQUIFER OF CONCERN
0 - 10 (ft)	WNW	10 * (ft)

07 POTENTIAL YIELD OF AQUIFER

270 ft³/d/1t (gpd)

08 SOLE SOURCE AQUIFER

X YES

NO

09 DESCRIPTION OF WELLS (Including useage, depth, and location relative to population and buildings) There are 3 monitoring wells directly below the tailings dam.

*According to Baker (1970), the Woodside is fractured in the Park City area.

Consequently, hydraulic connection between the Woodside fr and the alluvium is assumed.

10 RECHARGE AREA

X YES COMMENTS minor recharge in

NO unconsolidated Valley fill

11 DISCHARGE AREA

YES

COMMENTS

NO

IV. SURFACE WATER

01 SURFACE WATER USE (Check one)

A. RESERVOIR, RECREATION

DRINKING WATER SOURCE

X B. IRRIGATION, ECONOMICALLY

IMPORTANT RESOURCES

C. COMMERCIAL, INDUSTRIAL

D. NOT CURRENTLY USED

02 AFFECTED/POTENTIALLY AFFECTED BODIES OF WATER

NAME:

Silver Creek

AFFECTED

DISTANCE TO SITE

1,000 ft (mi)

(mi)

(mi)

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT

PART 5 - WATER, DEMOGRAPHIC, AND ENVIRONMENTAL DATA

I. IDENTIFICATION

01 STATE 02 SITE NO.

V. DEMOGRAPHIC AND PROPERTY INFORMATION

01 TOTAL POPULATION WITHIN

ONE (1) MI. OF SITE

TWO (2) MI. OF SITE

THREE (3) MI. OF SITE

A. _____

B. _____

C. _____

No. of persons

No. of persons

No. of persons

02 DISTANCE TO NEAREST POPULATION _____ (mi)

03 NUMBER OF BUILDINGS WITHIN TWO (2) MILES OF SITE _____

04 DISTANCE TO NEAREST OFF-SITE BUILDING _____ (mi)

05 POPULATION WITHIN VICINITY OF SITE (Provide narrative description of nature of population within vicinity of site, e.g., rural, village densely populated urban area)
Population near site is rural farming area. Park City (population 10,000 in the winter) is approx. 3 miles to the west.

VI. ENVIRONMENTAL INFORMATION

01 PERMEABILITY OF UNSATURATED ZONE (Check one)

A. 10^{-6} - 10^{-8} cm/secB. 10^{-4} - 10^{-6} cm/secC. 10^{-4} - 10^{-3} cm/secX D. GREATER THAN 10^{-3} cm/sec

02 PERMEABILITY OF BEDROCK (Check one)

A. IMPERMEABLE

B. RELATIVELY IMPERMEABLE

X C. RELATIVELY PERMEABLE

(Less than 10^{-6} cm/sec)(10^{-4} - 10^{-6} cm/sec)(10^{-2} - 10^{-4} cm/sec)D. VERY PERMEABLE (Greater than 10^{-2} cm/sec)

03 DEPTH TO BEDROCK _____ (ft) 04 DEPTH OF CONTAMINATED SOIL ZONE _____ (ft) 05 SOIL pH _____ 06 NET PRECIPITATION _____ (in)

07 ONE YEAR 24 HOUR RAINFALL

1 - 1.4 (in)

08 SLOPE

SITE SLOPE

1 - 3 %

DIRECTION OF SITE SLOPE

northwest

TERRAIN AVERAGE SLOPE

1 - 5 %

09 FLOOD POTENTIAL

SITE IS IN 5 YEAR FLOODPLAIN

10 SITE IS ON BARRIER ISLAND, COASTAL HIGH HAZARD AREA, RIVERINE FLOODWAY

11 DISTANCE TO WETLANDS (5 acre minimum)
ESTUARINE _____ (mi) OTHER _____ (mi)

A. _____ (mi)

B. _____ (mi)

12 DISTANCE TO CRITICAL HABITAT (of endangered species) _____ (mi)

ENDANGERED SPECIES: _____

13 LAND USE IN VICINITY

DISTANCE TO:

COMMERCIAL/INDUSTRIAL

A. 2 (mi)

RESIDENTIAL AREAS: NATIONAL/STATE PARKS, FORESTS, OR WILDLIFE RESERVES

B. 2 (mi)

AGRICULTURAL LANDS

PRIME AG LAND AG LAND

C. 1000 ft(mi) D. _____ (mi)

14 DESCRIPTION OF SITE IN RELATION TO SURROUNDING TOPOGRAPHY

Richardson flat is a small valley approximately 2 miles west of Park City. Most of Richardson Flat lies in Silver Creek flood plain.

VII. SOURCES OF INFORMATION (Cite specific references, e.g., state files, sample analysis, reports)

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 6 - SAMPLE AND FIELD INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. SAMPLES TAKEN

SAMPLE TYPE	01 NUMBER OF SAMPLES TAKEN	02 SAMPLES SENT TO	03 ESTIMATED DATE RESULTS AVAILABLE
GROUNDWATER	3	Ut State Dept. of Health Lab	8/84
SURFACE WATER	4	Ut State Dept. of Health Lab	8/84
WASTE	2	Ut State Dept. of Health Lab	10/84
AIR			
RUNOFF			
SPILL			
SOIL	2	Ut State Dept. of Health Lab	10/84
VEGETATION			
OTHER			

III. FIELD MEASUREMENTS TAKEN

01 TYPE 02 COMMENTS
None

IV. PHOTOGRAPHS AND MAPS

01 TYPE X GROUND AERIAL 02 IN CUSTODY OF Bureau of Solid and Hazardous Waste
(Name of organization or individual)

03 MAPS 04 LOCATION OF MAPS
X YES Utah Dept. of Oil, Gas & Mining
NO

V. OTHER FIELD DATA COLLECTED (Provide narrative description)

None

VI. SOURCES OF INFORMATION (Cite specific references, e.g., state files, sample analysis, reports)

Lab analyses

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 7 - OWNER INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. CURRENT OWNER(S)				PARENT COMPANY (If applicable)			
01 NAME	02 D+B NUMBER	08 NAME	02 D+B NUMBER				
United Park City Mines							
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	10 STREET ADDRESS (P.O. Box, RFD#, etc.)	11 SIC CODE				
309 Kearns Bldg							
05 CITY	06 STATE	07 ZIP CODE	12 CITY	13 STATE	14 ZIP CODE		
Salt Lake City	Utah	84101					
01 NAME	02 D+B NUMBER	08 NAME	02 D+B NUMBER				
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	10 STREET ADDRESS (P.O. Box, RFD#, etc.)	11 SIC CODE				
05 CITY	06 STATE	07 ZIP CODE	12 CITY	13 STATE	14 ZIP CODE		
01 NAME	02 D+B NUMBER	08 NAME	02 D+B NUMBER				
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	10 STREET ADDRESS (P.O. Box, RFD#, etc.)	11 SIC CODE				
05 CITY	06 STATE	07 ZIP CODE	12 CITY	13 STATE	14 ZIP CODE		
01 NAME	02 D+B NUMBER	08 NAME	02 D+B NUMBER				
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	10 STREET ADDRESS (P.O. Box, RFD#, etc.)	11 SIC CODE				
05 CITY	06 STATE	07 ZIP CODE	12 CITY	13 STATE	14 ZIP CODE		
01 NAME	02 D+B NUMBER	08 NAME	02 D+B NUMBER				
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	10 STREET ADDRESS (P.O. Box, RFD#, etc.)	11 SIC CODE				
05 CITY	06 STATE	07 ZIP CODE	12 CITY	13 STATE	14 ZIP CODE		
III. PREVIOUS OWNER(S) (List most recent first)				IV. REALTY OWNER(S) (If applicable, list most recent first)			
01 NAME	02 D+B NUMBER	01 NAME	02 D+B NUMBER				
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE				
05 CITY	06 STATE	07 ZIP CODE	05 CITY	06 STATE	07 ZIP CODE		
01 NAME	02 D+B NUMBER	01 NAME	02 D+B NUMBER				
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE				
05 CITY	06 STATE	07 ZIP CODE	05 CITY	06 STATE	07 ZIP CODE		
V. SOURCES OF INFORMATION (Cite specific references, e.g., state files, sample analysis, reports)							

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 8 - OPERATOR INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. CURRENT OPERATOR

(Provide if different from owner)

OPERATOR'S PARENT COMPANY

(If applicable)

01 NAME	02 D+B NUMBER	10 NAME	11 D+B NUMBER
Ray Wortley*			
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	12 STREET ADDRESS (P.O. Box, RFD#, etc.)	13 SIC CODE
unknown			
05 CITY	06 STATE	07 ZIP CODE	14 CITY
			15 STATE 16 ZIP CODE
08 YEARS OF OPERATION 09 NAME OF OWNER			

III. PREVIOUS OPERATOR(S) (List most recent first; provide only if different from owner)

PREVIOUS OPERATOR'S PARENT COMPANIES
(If applicable)

01 NAME	02 D+B NUMBER	10 NAME	11 D+B NUMBER
Noranda Mining Co.			
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	12 STREET ADDRESS (P.O. Box, RFD#, etc.)	13 SIC CODE
unknown			
05 CITY	06 STATE	07 ZIP CODE	14 CITY
			15 STATE 16 ZIP CODE
08 YEARS OF OPERATION 09 NAME OF OWNER DURING THIS PERIOD			

01 NAME	02 D+B NUMBER	10 NAME	11 D+B NUMBER
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	12 STREET ADDRESS (P.O. Box, RFD#, etc.)	13 SIC CODE
05 CITY	06 STATE	07 ZIP CODE	14 CITY
			15 STATE 16 ZIP CODE
08 YEARS OF OPERATION 09 NAME OF OWNER DURING THIS PERIOD			

01 NAME	02 D+B NUMBER	10 NAME	11 D+B NUMBER
03 STREET ADDRESS (P.O. Box, RFD#, etc.)	04 SIC CODE	12 STREET ADDRESS (P.O. Box, RFD#, etc.)	13 SIC CODE
05 CITY	06 STATE	07 ZIP CODE	14 CITY
			15 STATE 16 ZIP CODE
08 YEARS OF OPERATION 09 NAME OF OWNER DURING THIS PERIOD			

IV. SOURCES OF INFORMATION (Cite specific references, e.g., state files, sample analysis, reports)

*Mr. Wortley leases part of the tailings for use as roadbase and fill for sewer lines.

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 9 - GENERATOR/TRANSPORTER INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. ON-SITE GENERATOR

01 NAME 02 D+B NUMBER

03 STREET ADDRESS (P.O. Box, 04 SIC CODE
RFD#, etc.)

05 CITY 06 STATE 07 ZIP CODE

III. OFF-SITE GENERATOR(S)

01 NAME 02 D+B NUMBER 10 NAME 11 D+B NUMBER

03 STREET ADDRESS (P.O. Box, 04 SIC CODE 12 STREET ADDRESS (P.O. Box, 13 SIC CODE
RFD#, etc.) RFD#, etc.)

05 CITY 06 STATE 07 ZIP CODE 14 CITY 15 STATE 16 ZIP CODE

01 NAME 02 D+B NUMBER 01 NAME 02 D+B NUMBER

03 STREET ADDRESS (P.O. Box, 04 SIC CODE 03 STREET ADDRESS (P.O. Box, 04 SIC CODE
RFD#, etc.) RFD#, etc.)

05 CITY 06 STATE 07 ZIP CODE 05 CITY 06 STATE 07 ZIP CODE

IV. TRANSPORTER(S)

01 NAME 02 D+B NUMBER 01 NAME 02 D+B NUMBER

03 STREET ADDRESS (P.O. Box, 04 SIC CODE 03 STREET ADDRESS (P.O. Box, 04 SIC CODE
RFD#, etc.) RFD#, etc.)

05 CITY 06 STATE 07 ZIP CODE 05 CITY 06 STATE 07 ZIP CODE

01 NAME 02 D+B NUMBER 01 NAME 02 D+B NUMBER

03 STREET ADDRESS (P.O. Box, 04 SIC CODE 03 STREET ADDRESS (P.O. Box, 04 SIC CODE
RFD#, etc.) RFD#, etc.)

05 CITY 06 STATE 07 ZIP CODE 05 CITY 06 STATE 07 ZIP CODE

V. SOURCES OF INFORMATION (Cite specific references, e.g., state files,
sample analysis, reports)

EPA

POTENTIAL HAZARDOUS WASTE SITE

SITE INSPECTION REPORT

PART 10 - GENERATOR/TRANSPORTER INFORMATION

I. IDENTIFICATION

01 STATE 02 SITE NO.

II. PAST RESPONSE ACTIVITIES

01 A. WATER SUPPLY CLOSED	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 B. TEMPORARY WATER SUPPLY PROVIDED	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 C. PERMANENT WATER SUPPLY PROVIDED	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 D. SPILLED MATERIAL REMOVED	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 E. CONTAMINATED SOIL REMOVED	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 F. WASTE REPACKAGED	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 G. WASTE DISPOSED ELSEWHERE	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 H. ON SITE BURIAL	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 I. IN SITU CHEMICAL TREATMENT	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 J. IN SITU BIOLOGICAL TREATMENT	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 K. IN SITU PHYSICAL TREATMENT	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 L. ENCAPSULATION	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

01 M. EMERGENCY WASTE TREATMENT	02 DATE _____	03 AGENCY _____
04 DESCRIPTION		

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 10 - PAST RESPONSE ACTIVITIESI. IDENTIFICATION
01 STATE 02 SITE NO.

II. PAST RESPONSE ACTIVITIES (Continued)

01 N. CUTOFF WALLS 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 O. EMERGENCY DIKING/SURFACE WATER DIVERSION 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 P. CUTOFF TRENCHES/SUMP 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 Q. SUBSURFACE CUTOFF WALL 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 R. BARRIER WALLS CONSTRUCTED 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 S. CAPPING/COVERING 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 T. BULK TANKAGE REPAIRED 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 U. GROUT CURTAIN CONSTRUCTED 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 V. BOTTOM SEALED 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 W. GAS CONTROL 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 X. FIRE CONTROL 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 Y. LEACHATE TREATMENT 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION01 Z. AREA EVACUATED 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 10 - PAST RESPONSE ACTIVITIES

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. PAST RESPONSE ACTIVITIES (Continued)

01 1. ACCESS TO SITE RESTRICTED 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION

01 2. POPULATION RELOCATED 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION

01 3. OTHER REMEDIAL ACTIVITIES 02 DATE _____ 03 AGENCY _____
04 DESCRIPTION

III. SOURCES OF INFORMATION (Cite specific references, e.g., state files,
sample analysis, reports)

EPA FORM 2070-13(7-81)

EPA

POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 11 - ENFORCEMENT INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NO.

II. ENFORCEMENT INFORMATION

01 PAST REGULATORY/ENFORCEMENT ACTION YES X NO

02 DESCRIPTION OF FEDERAL, STATE, LOCAL REGULATORY/ENFORCEMENT ACTION

III. SOURCES OF INFORMATION (Cite specific references, e.g., state files,
sample analysis, reports)

STATEMENT OF BASIS
NORANDA MINING, INCORPORATED
ONTARIO PROJECT
SUMMIT COUNTY, UTAH
PERMIT NUMBER: UT-0022403

Facility: Silver, Lead and Zinc Mine and Mill

Location: Keetley Station, Utah

Receiving Stream: Drain Tunnel Creek, a tributary to the Provo River.

Stream Classification: 3A, 4

The Ontario Project consists of a silver, lead, and zinc mine and mill complex capable of producing and processing 750 tons per day of ore. This operation is currently inactive and is projected to remain so for several years. The discharge is mine drainage from underground operations. This permit is being written for this facility based on its current inactive status. This permit will cover exploration activity and will require that the limitations be re-evaluated when this operation resumes active production.

The new permit will have an expiration date beyond July 1, 1984, and must address Best Available Technology (BAT). There will be no national effluent guidelines developed for inactive metal mines. BAT will, therefore, be based on Best Professional Judgment (BPJ).

A review of the limitations contained in the previous permit indicates that these limits are more stringent than BPT for active metal mines. Evaluations of BAT for inactive mines need to recognize the site specific aspects of these facilities and will require case-by-case evaluations of the available options. Given the nature of the Ontario Project and the costs associated with additional treatment options for this facility, it is my Best Professional Judgment that the existing limitations are consistent with BAT for inactive metal mine drainage. The existing limitations will ensure the efficient operation of the existing lime precipitation treatment system.

The permittee will be required to notify EPA and the State of Utah prior to the resumption of active operations. Upon notice of active operations, the permit issuing authority will review the permit in the context of BAT for active metal mine drainage and current State standards and will modify the permit, as necessary.

Page 2, Statement of Basis, Noranda Mining, Incorporated, Ontario Project,
Summit County, Utah, Permit Number: UT-0022403

Even though there are no point source discharges by Noranda Mining, Inc. (Park City Ventures) into Silver Creek, data indicates that Total Lead and Mercury are exceeding stream standards. Monitoring of Silver Creek and the diversion ditch near the tailings pond is required by the State. In order to minimize the impact on Silver Creek, the company shall be required to comply with Best Management Practices when they are implemented for the Mountainlands 208 planning area.

Robert E. Walline
Chemical Engineer
EPA, Denver, Colorado
July 8, 1981

